

The Gazette of India



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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 14th April, 1960 :—

Issue No.	No. and date	Issued by	Subject
77	S.O. 908, dated the 9th April, 1960.	Ministry of Commerce and Industry.	Appointment of a body to investigate into the affairs of the Kalyanmal Mills Ltd., Indore.
78	S.O. 909, dated the 9th April, 1960.	Ministry of Steel, Mines and Fuel (Deptt. of Iron and Steel).	Amendment to the prices under Schedule V (Iron and Steel Defectives and Scrap) of the Ministry of Steel, Mines and Fuel (Deptt. of Iron and Steel) Notification No. S.O. 2249 published in Gazette of India, Part II, Sec. 3 (ii), dated 1-11-1959.
79	S.O. 956, dated the 11th April, 1960.	Ministry of Information and Broadcasting.	Approval of films specified therein.
80	S.O. 957, dated the 14th April, 1960.	Ministry of Steel, Mines and Fuel (Deptt. of Iron and Steel).	Authorising that any person employing less than 50 persons may erect, re-erect, construct or extend any buildings or works, instal any plant or equipment for the production of certain categories of iron and steel specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 7th April 1960

S.O. 962.—In pursuance of sub-rule (4) of rule 134 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1956, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the bye-election held in 1960 has, in accordance with the decision given today by the Election Commission under sub-rule (3) of the said rule, failed to lodge his account of election expenses in the manner required by law and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951 (Act 43 of 1951) on the expiration of two months from the date of the said decision.

SCHEDULE

Name of contesting candidate (1)	Name of constituency (2)
Shri Kataria Kishandas Gulabchand, H. No. 92/1, Ward No. 4, Dhond, District Poona.	Baramati.

[No. BY-P/118/60/Bye(216).]

K. S. RAJAGOPALAN, Under Secy.

New Delhi, the 18th April 1960

S.O. 963.—In pursuance of sub-section (6) of Section 116A of the Representation of the People Act, 1951 (43 of 1951), the Election Commission hereby publishes the decision of the High Court of Judicature at Allahabad given on the 1st March, 1960 on an appeal from the order dated the 6th August, 1958, of the Election Tribunal, Kanpur.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD.

CIVIL SIDE

Appellate /Original Jurisdiction .

Dated Allahabad the 1st March 1960

PRESENT:

The Hon'ble Mr. Justice R. N. Gurtu.

and

The Hon'ble Mr. Justice B. Dayal.

FIRST APPEAL No. 382 OF 1958.

Order on the application of Sri Sri Krishna Agarwal—Applicant.

In re:—

Sri Sri Krishna Agarwal.

Applicant.
Appellant.

Versus

Sri S. M. Banerji.

Opp. Party.
Respondent.

ORDER

This first appeal has been remanded by an order of their Lordships of the Supreme Court and has in consequence been listed before us for disposal.

When the case was called up, Sri S. C. Khare, appearing for the appellant, Sri Sri Krishna Agarwal, stated that he was instructed not to press this appeal and that it may now be dismissed.

We accordingly, dismiss this appeal, in the circumstances, without any orders as to costs of this appeal. We may note that the costs of the Supreme Court have already been awarded by an order of that Hon'ble Court and they are not now naturally touched by this our present order.

Sd./- R. N. G.

Dated the 1st March, 1960.

Sd/- B. D.

[No. 82/284/57.]

By Order,

C. B. LAL, Under Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 19th April 1960

S.O. 964.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following further amendment in the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

In Part II of the said Schedule, under the heading “General Central Service, Class II”, for the entry “Posts in Union Territories other than the Andaman and Nicobar Islands and Laccadive, Minicoy and Amindivi Islands” in column 1 and the entries relating thereto in columns 2, 3 and 4, the following entries shall be substituted, namely:—

1	2	3	4
“Posts in Union Territories other than Delhi Administration, the Andaman and Nicobar Islands and the Laccadive, Minicoy and Amindivi Islands.	Administrator.	Administrator.	All.
Delhi Administration.	All posts	Chief Secretary	Chief Secretary All.”

[No. F. 7/3/60-Ests(A).]

U. C. AGARWAL, Under Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 8th April 1960

S.O. 965.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following further amendment in the rules regulating the Workmen's Contributory Provident Fund as instituted with the Government of India, late Finance Department, Resolution No. F. 33(3)-R. II/44, dated the 16th April, 1945, and as amended from time to time, namely:—

1. In paragraph 1 of the said Resolution, after entry (vii), the following entry shall be inserted, namely:—

“(viii) Workcharged establishment of the Andaman Public Works Department.”

2. This amendment shall be deemed to have come into force with effect from the 1st April, 1951.

[No. F. 58(1)-EV/60.]

D. D. BHATIA, Dy. Secy.

(Department of Expenditure)

New Delhi, the 11th April 1960

S.O. 966.—In pursuance of clause (3) of article 77 of the Constitution and of all other powers enabling him in this behalf, the President is pleased to make the following amendment in the Delegation of Financial Powers Rules, 1958, namely:—

Amendment No. 42.

In Schedule I to the Rules under 'A-Ministry of Commerce and Industry' insert the following:—

"14. Deputy Economic Adviser to the Government of India".

(This amendment takes effect from 20th June 1959).

NOTE.—The Amendment issued *vide* notification No. 12(67)-EII(A)/59 dated the 16th March, 1960 published as S. O. 716 in the Government of India's Gazette dated the 26th March, 1960 may be numbered as 'Amendment No. 41'.

[No. F. 19(1)-EII(A)/60.]

S.O. 967.—In pursuance of clause (3) of article 77 of the Constitution and of all other powers enabling him in this behalf, the President is pleased to make the following amendment in the Delegation of Financial Powers Rules, 1958, namely:—

Amendment No. 43.

In Schedule I to the Rules under 'A-Ministry of Commerce and Industry'

- (i) the existing entry at serial No. 4 *viz.*, 'Controller of Patents and Designs, Calcutta' may be substituted by the entry "Controller General of Patents, Designs and Trade Marks, Calcutta."
- (ii) the existing entry at serial No. 5 *viz.*, 'Registrar of Trade Marks Registry, Bombay' may be deleted.

(This amendment takes effect from 25th November, 1959).

[No. F. 12(22)-EII(A)/60.]

S.O. 968.—In pursuance of clause (3) of article 77 of the Constitution and of all other powers enabling him in this behalf, the President is pleased to make the following amendment in the Delegation of Financial Powers Rules, 1958, namely:—

Amendment No. 44.

In Schedule I to the Rules under 'S-Ministry of Transport and Communications (Department of Transport)' insert the following:—

"4. Deputy Director General of Shipping (Senior), Bombay".

(This amendment takes effect from the 24th March, 1960).

[No. F. 19(6)-EII(A)/60.]

K. P. SIRCAR, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 14th April 1960

S.O. 969.—In pursuance of sub-rule (2) of rule 11, Clause (b) of sub-rule (2) of rule 14 and sub-rule (1), of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the Schedule to the notification of the Government of India in the

Ministry of Finance (Department of Economic Affairs), No. S.R.O. 627, dated the 28th February, 1957, namely:—

In the said Schedule;

1. In Part I, after the heading "National Savings Organisation" and the entries relating thereto, the following heading and entries shall be inserted, namely:—

1	2	3	4
"Indian Aid Mission, Nepal."			
All posts.	Secretary, Depart- ment of Economic Affairs.	Secretary, Depart- ment of Economic Affairs.	All.
		Director, Indian Aid Mission.	(i) to (iii)".

2. In Part II, after the heading "National Savings Organisation" and the entries relating thereto, the following heading and the entries shall be inserted, namely:—

1	2	3	4	5
"Indian Aid Mission, Nepal."				
All posts.	Director, Indian Aid Mission.	Director, Indian Aid Mission.	All	Secretary, Depart- ment of Economic Affairs."

3. In Part III, after the heading "National Savings Organisation" and the entries relating thereto, the following heading and entries shall be inserted, namely:—

1	2	3	4	5
"Indian Aid Mission, Nepal."				
All posts.	Director, Indian Aid Mission.	Director, Indian Aid Mission.	All	Secretary, Depart- ment of Economic Affairs.
		Member (Adminis- tration)	(i) to (iii)	Director, Indian Aid Mission."
		Indian Aid Mission.		

[No. F. 9/57/59-N.A.]

A. T. BAMBAWALE, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 14th April, 1960

S. O. 970.—Statement of the Affairs of the Reserve Bank of India, as on the 8th April, 1960.

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	12,40,12,000
Reserve Fund	80,00,00,000	Rupee Coin	2,34,000
National Agricultural Credit (Long-term Operations) Fund	30,00,00,000	Subsidiary Coin	6,72,000
National Agricultural Credit (Stabilisation) Fund	4,00,00,000	Bills Purchased and Discounted :—	
Deposits:—		(a) Internal . . . . .	..
(a) Government :—		(b) External . . . . .	..
(i) Central Government	62,32,79,000	(c) Government Treasury Bills	53,53,33,000
(ii) Other Governments	5,56,52,000	Balances held abroad*	24,56,94,000
(b) Banks	86,59,56,000	Loans and Advances to Governments**	34,23,66,000
(c) Others	98,31,68,000	Other Loans and Advances†	112,01,14,000
Bills Payable	43,00,30,000	Investments	208,44,77,000
Other Liabilities.	45,28,68,000	Other Assets	14,80,51,000
TOTAL	460,09,53,000	TOTAL	460,09,53,000

* Includes Cash and Short term Securities.

** Includes Temporary Overdrafts to State Governments.

† The item 'Other Loans and Advances' includes Rs. 12,23,70,000/- advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

Dated the 13th day of April, 1960.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 8th day of April, 1960.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
No es held in the Banking Department.	12,40,12,000		A. Gold Coin and Bullion:—		
Notes in circulation . . .	<u>1896,76,79,000</u>		(a) Held in India . . .	117,76,03,000	
Total Notes issued . . .	1909,16,91,000		(b) Held outside India . . .	..
			Foreign Securities . . .	<u>163,00,89,000</u>	
			TOTAL OF A . . .	..	280,76,92,000
			B. Rupee Coin . . .	..	126,48,65,000
			Government of India Rupee Secu- rities . . .		1501,91,34,000
			Internal Bills of Exchange and other commercial paper . . .	..	..
TOTAL LIABILITIES . . .	<u>1909,16,91,000</u>		TOTAL ASSETS . . .	..	1909,16,91,000

Dated the 13th day of April, 1960.

H. V. R. IENGAR,
Governor.

[No. F₃(2)-BC/60.]
A. BAKSI, Jt. Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 23rd April 1960

S.O. 971.—In exercise of the powers conferred by clause (a) of section 11 of the Sea Customs Act, 1878 (8 of 1878), the Central Board of Revenue hereby makes the following further amendment in the Board's notification No. 87-Customs, dated the 9th September, 1950, namely:—

In the schedule to the said notification, entry No. 64 relating to the port of Kirnapani shall be omitted.

[No. 38.]

S.O. 972.—In exercise of the powers conferred by clauses (b) and (c) of section 11 and section 53 of the Sea Customs Act, 1878 (8 of 1878), the Central Board of Revenue hereby makes the following further amendment in the Board's notification No. 118-Customs, dated the 9th September, 1950, namely:—

In the schedule to the said notification entry No. 63 relating to the port of Kirnapani shall be omitted.

[No. 39.]

M. C. DAS, Secy.

THE MYSORE CENTRAL EXCISE COLLECTORATE, BANGALORE

CENTRAL EXCISE

Bangalore, the 26th March 1960

S.O. 973.—In exercise of the powers conferred upon me by Rule 233 of the Central Excise Rules, 1944, I hereby direct that large processors of Cotton fabrics shall maintain separate sets of R.G.I register under Rule 53 of the Central Excise Rules as detailed below:—

1. R.G.I Processing register in respect of in bond consignments (Annexure A appended).
2. R.G.I Processing register for duty paid Cotton fabrics (Annexure B appended).
3. R.G.I Processing register for processing of fabrics which are produced in Handloom units, exempted powerloom units and powerloom factories paying duty at the compounded rates (Annexure C appended).

(Issued from file VI (a) (21) 32/60 B.R.)

ANNEXURE 'A'

Form R.G.1 processing register in respect of Inbond consignment Daily Stock account (Rule 53)

Tariff Category:—Superfine/Fine/Higher Medium/Lower Medium/Coarse.

Date	Opening balance Linear yards	RECEIPTS				Processed goods packed and sent to Store-room		
		No. & date of A.R.3/ A.R.4	Description of goods	Qty. Recd. for processing Linear Yards	Total Linear Yards	Description of goods sent to store-room.	Quantity deposited in the Store-room	
1	2	3	4	5	6	7	8	9

CLEARANCE

Quantity cleared out of the factory on payment of duty	Quantity delivered from the factory for export without payment of duty	Particulars of goods sent to another factory in bond	Closing balance Linear Yards	Remarks			
Linear Yds./ Square Yds. 10	Rate 11	Duty 12	Linear Yds./Square Yds. 13	No. and date of A.R. 3 14	Quantity Linear Yds. 15	16	17

NOTE.—(i) Separate register to be maintained or a separate opening in the same register may be made for each tariff category, (i.e.) Superfine, Fine, Higher Medium, Lower Medium, and Coarse.

(2) Goods on payment of duty or for export should be cleared only from the bonded Store-room. No direct clearance from the Folding Department for these purposes are to be made.

ANNEXURE 'B'

R.G.I.—Processing register for Duty paid cotton fabrics, Daily stock accounts (Rule 53)

Rate of duty

*

1. Processing of variety A fabrics into varieties A or B
2. Processing of variety A fabrics into variety C
3. Processing of variety A fabrics into variety D
4. Processing of variety B fabrics into varieties B or C
5. Processing of variety B fabrics into variety D
6. Processing of variety D fabrics into varieties D or C

Date	Opening balance Linear Yards	Receipts		Total L. Yds.	Qty. transferred to another set of accounts due to change in process of variety	Processed goods packed and sent to store-room		
		Description of fabrics	Quantity L. Yds.			Description of fabrics sent to store- room i.e. Variety and nature of processing done	Sl. No. of bales packed	Qty. L. Yds./ Sq. Yds.
I	2	3	4	5	6	7	8	9
Clearance on payment of extra duty								
				Clearance without payment of extra duty where processing has not changed the variety			Closing balance	Remarks
No. and date of A.R.1/ A.R.4 10	Quantity L. Yards/ Sq. yds.	Rate	Duty	Nature of processing done & description of goods		Quantity L. Yds./Sq. Yds.		
11	12	13	14	15	16	17		

NOTE.—(1) Separate register to be maintained or separate openings to be made in the same register for processing of fabrics of 'A' variety in to 'B', 'C', or 'D' variety 'B' into C or D and variety 'D' into 'C'.

(2) *Delete which is not applicable.

(3) Where transfer is made from one set of accounts to another as per Column 6, necessary note should be given in "Remarks" column of both sets of accounts.

(4) In arriving at the closing balance the quantity sent to store-room should not be subtracted.

ANNEXURE 'C'

R.G.1.—Processing register for processing of fabrics produced in Handloom units, Exempted powerloom units, and powerloom factories paying duty at the compounded rates, which do not attract extra duty on processing

Date	Opening balance Linear Yards	Quantity received Linear Yards	Total	Quantity issued Linear Yards	Closing balance Linear Yards	Remarks
1	2	3	4	5	6	7

[No. 3/60.]

A. R. SHANMUGAM, Collector.

COLLECTORATE OF CENTRAL EXCISE, CALCUTTA AND ORISSA

CENTRAL EXCISE

Calcutta, the 1st April 1960

S.O. 974.—I hereby empower the Central Excise Officers of and above the rank of Sub-Inspector in the Collectorate of Central Excise, Calcutta and Orissa, for purposes of rules 197, 199 and 200 of Central Excise Rules, 1944.

[No. 2/1960.]

S.O. 975.—In exercise of the powers conferred on me by Rule 5 of the Central Excise Rule 44, I hereby empower the Central Excise officers, specified in the following table, to exercise within their respective jurisdictions in the Collectorate of Central Excise, Calcutta and Orissa the powers of Collector under the rules enumerated in column 3 of the table, subjected to restrictions set out in column 4 thereof :—

TABLE

Serial No.	Rank of officer	Relevant C.E. Rule in respect of which power is delegated	Restrictions, if any
1	2	3	4
1	Dy. Collector	18, 30, 140, 145(b), 150 (i), 169, 210A, 222 & 228 (i).	
2	An Officer not below the rank of an Asstt. Coltr.	12	The powers under provisos (i) (ii) and (vi) of Appx. XI of C.E.M. shall be exercised by the Collector.
	12-A	. . . .	The power to grant rebate for exports through the major ports shall be exercised by the respective Maritime Collr.
	13 & 14	. . . .
	14-A	. . . .	(i) Limited to issue of demands for payment of duty and imposition of penalty upto Rs. 2000/- and Rs. 250/- respectively. (ii) The power to remit duty in case of loss of goods overboard is restricted to Rs. 250/- in each individual case.
	14-B	. . . .	Over drawals against B.I bond is subject to a maximum of 50 % of the bond amount only.
	27 (4)	. . . .	The power to remit duty in cases of loss or destruction of excisable goods lodged in private bonded store rooms by unavoidable accidents is restricted to Rs. 250/- in each individual case.
	65 (3), 65 (4) & 75	. . . .
	93 (b)	. . . .	For the sake of co-ordination, the cases shall be reported to the Collector.
	97, 97(A), 100 & 145 (a)	. . . .

1	2	3	4
	147	.	The power to remit duty in cases of loss or destruction of excisable goods lodged in warehouses by unavoidable accidents is restricted to Rs. 250/- in each individual case. {
	183	.	Subject to the general conditions laid down by the Collector.
	184 & 189	.	..
	192	.	The cost of supervisory staff shall be fixed with reference to the conditions laid down by Collr.
	193	.	..
	210-A	.	Cases where the value of the goods exceeds Rs. 5000/- shall be reported to the Collector.
3	An Officer not below the rank of a Superintendent.	Provisos (iii) and (vii) only of Appndx. XI under Rule 12.	..
	38	.	Subject to the prior approval of the Asstt. Collector concerned.
	47 (1), 59, 71 (3), 96-I, 96(O), 154, 155, 164 & 165(2).	.	..
	206(3)	.	Subject to the conditions as laid down by Collector.
	210-A	.	Cases where the value of the goods exceeds Rs. 500/- shall be reported to the Asstt. Collector.
	212	.	The power to direct destruction under this rule is restricted to the confiscated tobacco only and subject to the condition that the weight of the tobacco to be destroyed shall not exceed 25 standard maunds in each individual case.
	224 (1)	.	..
	224 (B)	.	The duplicates of the documents, other than transport permits, shall be issued by the Supdt. while Insp. of C.E., shall issue only the duplicates of transport permits in form T.P. 1, T.P.2 and T.P.3.
4	Licensing authority	43, 44, 46 & 47 (3)	..
	48	.	The amount of the bond and the security to be demanded from each class of licensee shall be determined with reference to the general procedure laid down by Collector.

1	2	3	4
	57 (d)	.	Prior approval of the Collector shall be obtained.
	180	.	The conditions shall be prescribed by the Collector.
5	Officer competent to issue or renew licences.	140	Fresh bonds and securities shall not be demanded without the orders of Collector.
6	An officer not below the rank of an Inspector.	13	Restricted to acceptance of individual bonds.
		27	The power of prescribing alternative form of store room register shall be exercised by the Collector.
		153	The general conditions to be observed regarding execution of bonds shall be those as laid down by Collector.
7	Supdt. of C.E. Export Refund, Calcutta.	189A & 189B	..

[No. 1/1960.]

S. P. KAMPANI, Collector.

COLLECTORATE OF CENTRAL EXCISE AND LAND CUSTOMS, WEST BENGAL**CENTRAL EXCISE***Calcutta, the 1st April 1960*

S.O. 976—In exercise of the powers conferred on me by Rule 5 of the Central Excise Rules 1944, I hereby empower the Central Excise officers, specified in the following table, to exercise within their respective jurisdictions in the Collectorate of Central Excise and Land Customs, West Bengal, the powers of Collector under the rules enumerated in Column 3 of the table subjoined below, subject to restrictions set out in Column 4 thereof:—

TABLE

Sl. No.	Rank of Officer	Relevant C.E. rule in respect of which power is delegated	Restrictions, if any
1	2	3	4
1	Deputy Collector	18, 30, 140, 145(b), 150(1), 169, 210A, 225 & 228(1).	..
2	An Officer not below the rank of an Assistant Collector.	12.	The powers under provisos (i), (ii) & (vi) of Appendix XI of Central Excise Manual shall be exercised by the Collector.
		12-A.	The power to grant rebate for exports through the major ports shall be exercised by the respective Maritime Collector.
		13 & 14	..

(1)	(2)	(3)	(4)
	14-A	.. . . .	(i) Limited to issue of demands for payment of duty and imposition of penalty upto Rs. 2000 and Rs. 250 respectively. (ii) The power to remit duty in case of loss of goods over board is restricted to Rs. 250 in each individual case.
	14-B	.. . . .	Over drawals against B-I bonds is subject to a maximum of 50% of the bond amount only.
	27(4)	.. . . .	The power to remit duty in cases of loss or destruction of excisable goods lodged in private bonded store rooms by unavoidable accidents is restricted to Rs. 250 in each individual Case.
	65(3), 65 (4) & 75	.. . . .	..
	93(b)	.. . . .	For the sake of co-ordination, the cases shall be reported to the Collector.
	97, 97 (A), 100 and 145(a)	.. . . .	..
	147	.. . . .	The power to remit duty in cases of loss or destruction of excisable goods lodged in ware houses by unavoidable accidents is restricted to Rs. 250 in each individual case.
	183	.. . . .	Subject to the general conditions laid down by the Collector.
	184 & 189	.. . . .	..
	192	.. . . .	The cost of supervisory staff shall be fixed with reference to the conditions laid down by Collector.
	193	.. . . .	..
	210-A	.. . . .	Cases where the value of the goods exceeds Rs. 5000 shall be reported to the Collector.
	212-223-A, 227(1) 229 & 230.	.. . . .	..
3	An Officer not below the rank of a Super intendent.	Provisions (iii) and (vii) only of Appx. XI issued under Rule 12.	..
	38	.. . . .	Subject to the prior approval of the Assistant Collector concerned.
	47(1), 59, 71(3), 96-I, 96(O), 154, 155, 164 & 165(2).	.. . . .	..
	206(3)	.. . . .	Subject to the conditions as laid down by Collector.
	210-A	.. . . .	Cases where the value of the goods exceeds Rs. 500 shall be [reported to the A.C.
	212	.. . . .	The power to direct destruction under this rule is restricted to the confiscated tobacco only and subject to the condition that the weight of the tobacco to be destroyed shall not exceed 25 standard maunds in each individual case.
	224(1)	.. . . .	..

(1)	(2)	(3)	(4)
	224(B)	.	The duplicates of the documents, other than transport permits, shall be issued by the Superintendent while Inspector of Central Excise shall issue only the duplicates transport permits in form T.P. 1, T.P. 2 and T.P. 3.
4	Licensing authority	43,44,46,47 (3)	.
	48	.	The amount of the bond and the security to be demanded from each class of licensee shall be determined with reference to the general procedure laid down by Collector.
	57(d)	.	Prior approval of the Collector shall be obtained.
	180	.	The conditions shall be prescribed by the Collector.
5	Officer competent to issue or renew licences.	140	Fresh bonds and securities shall not be demanded without the orders of Collector.
6	An Officer not below the rank of an Inspector.	13	Restricted to acceptance of individual bonds.
	27	.	The power of prescribing alternative form of store room register shall be exercised by Collector.
	153	.	The general conditions to be observed regarding execution of bonds shall be those as laid down by Collector.

[No. 1/1960.]

S.O. 977.—I hereby authorise and empower the Central Excise Officers of and above the rank of Sub-Inspector in the Collectorate of Central Excise and Land Customs, West Bengal to exercise the powers vested in rules 197, 199 and 200 of Central Excise Rules '44 on such officers.

[No. 2/1960.]

K. NARASIMHAN, Collector,

OFFICE OF THE ASSTT. COLLECTOR OF CENTRAL EXCISE AND LAND CUSTOMS, GOA FRONTIER DIV., BELGAUM

NOTICES

Belgaum, the April 1960

S.O. 978.—Whereas it appears that the goods and livestock mentioned in the undermentioned table seized in the vicinity of the Indo-Goa border, were

about to be exported to Goa (Portuguese possession in India) by land from India, in contravention of the Rules and Notifications as mentioned against each.

S. No.	Date & Place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
66/60	23-2-60 at Jurisdiction of Chowkey Nos. 65-66 in Chorla Range.	Sub-Inspr. C. He buffa'os. Excise, Simachi.	He buffa'os.	12 Nos.	Sec. 5(1) of the Land Customs Act, 1924, and Govt. of India, Ministry of Commerce & Industry, Export Control Order No. 1/58 of 1-5-58 issued under Sec. 3 of the Imports and Export Control Act, 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act 1878.
67/60	5-12-59 at Dodar marg, Maneri.	Inspr. of C. Glass Excise, Matna.	Glass bangles.	116 bds.	Do.

Now, therefore, any person claiming the goods is hereby called upon to Show Cause to the Asstt. Collector of C. Ex., Land Customs, Goa Frontier Division, Belgaum why the above mentioned goods and livestock should not be confiscated under Section 5(3) of the Land Customs Act, 1924 and Secs. 167(8) and 168 of the Sea Customs Act, 1878 read with Sec. 3(2) of the Import and Exports control Act, 1947 and why a penalty should not be imposed on him under Sec. 7(1)(c) of the Land Customs Act, 1924 read with Sec. 167(8) of the Sea Customs Act, 1878.

If such an owner fails to turn up to claim the above mentioned unclaimed goods and livestock or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India gazette, the goods and the live stock in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10/66, 67/60.]

S.O.979.—Whereas it appears that the goods as mentioned in the undermentioned table seized in the vicinity of the Indo-Goa border were imported by land from Goa, (Portuguese possession in India) on contravention of the Rules and Notifications as mentioned against each.

S. No.	Date & Place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
(1)	(2)	(3)	(4)	(5)	(6)
62/60	23-2-1960 at Kumta bunder	Sub- Insp. of C.Ex., Kumta Port.	13 Double Khujas with liquor. (2) Single Jar with liquor. (3) Single Jar (Broken) with 1 btl. liquor. (4) 1 bottle containing liquor. (5) Empty bottles . (6) Old gunny bags (7) 1 Earthen pot 1 old basket (8) 2 old chaddars 2 old towels.	13 1 1 1 6 4 2 4 4	Government of India, Ministry of Finance C.R. Notification No. 2/camp/cus dated 26-1-46 issued under Sec. 19 of the Sea Customs Ac t 1878 (in respect of item Nos. 1 to 4) and Sec. 5(1) of the Land Cus toms Act 1924 and Government

(1)	(2)	(3)	(4)	(5)	(6)
			(9) Brass pot (10) One tonny No. HNR 4871 with its equipments.	J of India, Mini- stry of Commerce and Industry Import Control Order No. 17/55 dated 7-12-1955 issued under Sec. 3 and 4-A of the Imports and Ex- ports Control Act 1947 and further deemed to have been issued under Section 19 of the Sea Customs Act, 1878.	
65/60	22-2-1960 at Kerkarwada Satarda Ran- ge.	Dy. Supdt. C. Excise, Satarda	(1) Betelnuts (2) Gunny-bags	8 B. Mds. 8 Nos.	Do.
68/60	7-2-1960 at Jurisdiction of Chowkey No. 41 in Sasoli Range.	Sub- Insp. C. Excise, Nctarda.	(1) Betelnuts (2) Gunny-bags	8 B Mds. 24 Srs. 11 Nos.	Do.
69/60	5-2-60 in the Jurisdiction of Chowkey No. 42 in Sasoli Range.	Sub- Insp., C. Excise, Hedus.	(1) Betelnuts in 10 gunny bags	6 Mds.	Do.

Now, therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of C. Ex., L. Customs Goa Frontier Division, Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act 1924 and Sec. 167(8) and Sec. 168 of the Sea Customs Act 1878 and read with Sec. 3(2) of the Imports and Exports Control Act 1947 and why a penalty should not be imposed on him under Section 7(i) (c) of the Land Customs Act 1924 read with Section 67(8) of the Sea Customs Act, 1878.

If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII (b) 10-62,65,68,69/60.

E. R. SRIKANTIA, Assistant Collector.

OFFICE OF THE SUPERINTENDENT OF CENTRAL EXCISE AND LAND CUSTOMS, VAPI, SURAT

Vapi, the 15th April 1960

S.O. 980.—Whereas it appears that the marginally noted unclaimed goods which were seized by the Police near Marab creek between Chowkey Nos. 30 and

Description	Qty.	Value
(1) Foreign Liquor bottles such as Maceira, White Table, John Campbell, Hensey three stars, Booth's dr Gin, Beck's bear etc.	20 Btls	678.00
(2) Textile goods such as woollen coating cloth, Delux coating cloth, white fine cloth, etc.	23 Yds.	375.00 App.
(3) Miscellaneous goods, such as Parker Quink ink, Chease craft Mental; etc.		40.00
TOTAL		1093.00

the Sea Customs Act, 1878 read with section 3(2) of the Imports and Exports (Control) Act 1947, and why a penalty should not be imposed on him under section 7(1)(c) of the Land Customs Act, 1924 and section 167(8) of the Sea Customs Act 1878.

3. If such an Owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the publication of this notice, in the Government of India Gazette/Bombay State Government Gazette, the goods in question will be treated as unclaimed property and the case will be decided accordingly, by the Assistant Collector of Central Excise and Land Customs, Bombay, Division III.

[No. VIII(b)15-224/59.]

G. N. KALE, Superintendent.

MINISTRY OF COMMERCE AND INDUSTRY

Bombay, the 17th March 1960

S.O. 981.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Dhoties Additional Excise Duty Act, 1953 (39 of 1953), and having regard to the nature of the machinery installed in the Dhakeswari Cotton Mills Ltd, Calcutta, the Central Government hereby fixes the permissible quota for the quarter ending 30th June 1960 and every subsequent quarter, in respect of the said mill, to be 422,853 (four hundred and twenty-two thousand and eight hundred and fifty-three) yards, which quantity includes a higher percentage, namely 169.4 per cent. per quarter, of the quantity specified in sub-section (1) of Section 3 of the said Act.

[No. Coord.II/2(63)59/60.]

T. S. RAMASWAMI, Under Secy.

[No. 2(28)-Tex(A)/59.]

HARGUNDAS, Under Secy.

New Delhi, the 12th April 1960

S.R.O. 982.—In exercise of the powers conferred by the proviso to Article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment of persons to Class III (Ministerial) and Class IV

posts in the Small Scale Industries Organisation under the Ministry of ~~Commerce~~ and Industry, namely:—

1. *Short title.*—These rules may be called the Small Scale Industries ~~Organisation~~ (Class III and Class IV Posts) Recruitment Rules, 1960.

2. *Application.*—These rules shall apply to recruitment to the posts specified in column 1 of the Schedule annexed hereto except the ministerial posts in the Headquarters Office of the Development Commissioner, Small Scale Industries.

3. *Number, classification and scale of pay.*—The number of posts, their classification and the scale of pay attached to them shall be as specified in columns 2 to 4 of the said Schedule.

4. *Method of recruitment, age limit and other qualifications.*—The method of recruitment, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 12 of the Schedule aforesaid:

Provided that the maximum age limit specified in column 6 of the Schedule in respect of direct recruitment may be relaxed in the case of candidates belonging to Scheduled Castes/Tribes and other special categories in accordance with the orders issued by the Central Government from time to time.

5. *Disqualification.*—No male candidate who has more than one wife ~~living~~ and no female candidate who has married a person having already a wife ~~living~~ shall be eligible for appointment to any of these posts:

Provided that the Government of India may, if it is satisfied that there are special grounds for doing so, exempt any such candidate from the operation of this rule.

SCHEDULE

Class III

- (1) Superintendent.
- (2) Upper Division Clerk.
- (3) Lower Division Clerk.
- (4) Stenographer.

Class IV

- (1) Gestetner Operator.
- (2) Daftary.
- (3) Peon.
- (4) Farash.
- (5) Watchman.
- (6) Sweeper.

SMALL SCALE INDUSTRIES ORGANISATION

Recruitment Rules For The Post of Lower Division Clerk/Upper Division Clerk/Superintendent in The Institutes/Centres

Name of post.	No. of posts as on 1-1-1959.	Classification.	Scale of pay.	Whether selection for post or direct non-recruits.	Age limit for recruits.	Educational and other qualifications required.	Whether educational qualifications prescribed for the direct recruits will apply in the case of promotees.	Period of probation, if any.	Method of rectt. whether by direct rectt. or by promotion or transfer & percentage of the vacancies to be filled by various methods.	In case of rectt. by promotion/ transfer, grades from which promotion to be made.	Circumstances in which UPSC is to be consulted in making rectt.
I	2	3	4	5	6	7	8	9	10	11	12
1. Superintendent (in all the States).	40	Class III Ministerial.	250—15—400.	Selection post.]	Not applicable.	Not applicable	Not applicable.	Two years.	By promotion..	Cent percent by promotion of Upper Division Clerks who have put in not less than five years continuous service in the grade.	Not applicable.
2. Upper Division Clerk (in all the States).	202	Class III Ministerial.	80—5—120 —EB—8— 200—10/2 —220.	Non-selection post.	18—21 years.	<i>Essential</i> (a) Intermediate/ Senior Cambridge/ Higher Secondary Certificate or equivalent qualifications of a recognised University or Board of Education. [<i>Desirable</i> : (a) Typing at a speed of not less than thirty words per minute.	Do.	Two years.	(a) Fifty per cent by promotion on seniority-cum-fitness basis ; (b) Twenty five per cent by transfer ; (c) Twenty five per cent by direct recruitment.	(a) By promotion of Lower Division Clerks in the following order :— (i) Permanent Lower Division Clerks. (ii) Quasi-permanent Lower Division Clerks. (b) By transfer of permanent Govt. servants from other Central Government offices.	Do.

1	2	3	4	5	6	7	8	9	10	11	12
(b) Previous experience in Central Govt. Offices.											
3. Lower Division Clerks (in all the States).	179	Class III	60—3—81—	Not Ministerial	18—21 yrs.	Essential	Not applicable.	Two years.	Cent percent by direct recruitment.	Not applicable.	Not applicable.
				EB—4—	applica- ble.	(a) Matriculation or an equivalent qualification of a recognised University of Board of Education.					
					125—5—130.						
						(b) Typing at a speed of not less than thirty words per minute.					

SMALL SCALE INDUSTRIES ORGANISATION

Recruitment Rules for the Post of Stenographer in the Institutes/Centres

Name of post	No. of posts as on I-II-58	Classification	Scale of pay	Whether selection post for or non-direct selection recruits post	Age limit	Educational and other qualifications required	Whether educational qualifications prescribed for the direct recruits will apply in the case of promotees	Period of age & probation, if any	Method of recruitment whether by direct recruitment or by promotion or transfer & percentage of the vacancies to be filled by various methods	In case of recruitment by promotion/transfer grades from which promotion to be made	Circumstances in which UPSC is to be consulted in making recruitment	
1	2	3	4	5	6	7	8	9	10	11	12	
4. Stenographer (in all the States).	108	Class III Ministerial.	80—5—120 —EB—8— 200—10/ 2—220.	Not applicable.	18—21 years.	<i>Essential</i> (a) Matriculation or equivalent qualification of a recognised University or Board of Education.	Not applicable.	Two years.	Cent percent by direct recruitment	Not applicable	Not applicable	
						(b) Knowledge of Shorthand and Typewriting at a speed of not less than hundred words per minute in Shorthand and forty words per minute in typewriting.						

SMALL SCALE INDUSTRIES ORGANISATION

Recruitment Rules for the post of Peon/Duftry/Gestetner Operator in S.S.I. Organisation

Name of post	No. of posts as on I-12-59.	Classification.	Scale of pay.	Whether selection for post or direct non-selection post.	Age limit for recruits.	Educational and other qualifications required.	Whether qualifications prescribed for the direct recruits will apply in the case of promotees.	Period of educational probation, if any.	Method of rectt. whether by direct rectt. or by promotion or transfer & percentage of the vacancies to be filled by various methods.	In case of rectt. by promotion/ transfer, grades from which promotion to be made.	Circumstances in which UPSC is to be consulted in making rectt..
1	2	3	4	5	6	7	8	9	10	11	12
I. Gestetner Operator.	7	Class IV	40—1—50 —2—60.	Non-Selection post.	Not applicable.	Not applicable	Not applicable.	Six months.	Cent percent by promotion.	By promotion from the grade of Duftry in the following order :— (1) Permanent Duftry ; (2) Quasi-permanent Duftry ; (3) Officiating/Temporary Duftry ;	not applicable.

provided the Duftry has the requisite knowledge for operating the Gestetner machine.

2. Duftry	43	Class IV	35—1—50	Non-selection post.	Not applicable.	Not applicable	Six months.	Cent percent by promotion.	By promotion of peons in the following order :— (1) Permanent peon ; (2) Quasi-permanent peon ; (3) Temporary peon.	Not applicable.
3. Peon	285	Class IV	30—1—35	Not applicable.	Below 25 years.	<i>Essential</i> Middle School Standard subject to production of a certificate issued by the competent educational authorities.	Not applicable.	Six months.	Cent percent by direct recruitment.	Not applicable

Recruitment Rules for the Post of Farash/Watchman/Sweeper in the Small Scale Industries Organization

Name of post	No. of posts as on 1-11-59	Classification	Scale of pay	Whether selection post or non-selection post	Age limit for direct recruits	Educational and other qualifications required	Whether age & educational qualifications prescribed for the direct recruits will apply in the case of promotedees	Period of probation, if any	Method of recruitment	In case of recruitment, by whether by direct recruitment or by promotion/ promotion or transfer, grades	Circumstances in which UPSC is to be consulted in making recruitment
1	2	3	4	5	6	7	8	9	10	11	12
4. Farash .	14	Class IV	30— 1 —35	Not applicable.	Below 25 years.	Nil.	Not applicable.	Six months.	Cent percent by direct recruitment.	Not applicable	Not applicable.
5. Watchman	128	Class IV	30— 1 —35	Do.	Do.	Nil.	Do.	Do.	Do.	Do.	Do.
6. Sweeper	45	Class IV	30— 1 —35	Do.	Do.	Nil.	Do.	Do.	Do.	Do.	Do.

[No. 20-SSI(C)(21)/59.]

N. S. VAIDYANATHAN, Under Secy.

New Delhi, the 12th April 1960

S.O. 983.—In pursuance of sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the Schedule to the notification of the Government of India in the late Ministry of Commerce and Consumer Industries No. S.R.O. 631, dated the 28th February, 1957, namely:—

In the said schedule,

(1) in Part I, for the headings "Office of the Development Commissioner, Small Scale Industries", "Office of the Joint Development Commissioner for Small Scale Industries", "Regional Institute of Small Scale Industries" and "Other Regional Offices under the Regional Director" and the entries relating thereto, the following heading and entries shall be substituted, namely:—

I	2	3	4
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"Small Scale Industries Organisation.

All posts.	Development Commissioner.	Development Commissioner.	All
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(2) In Part II, for the heading "Office of the Development Commissioner, Small Scale Industries" and the entries relating thereto, the following heading and entries shall be substituted, namely:—

I	2	3	4	5
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"Small Scale Industries Organisation.

All posts carrying a maximum pay of Rs. 330 p.m. or more in the Headquarters Office, Institutes/Branch Institutes/Extension Centres/ Production Centres in the States.	Development Commissioner.	Development Commissioner.	All	Secretary, Ministry of Commerce and Industry.
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Joint-Development Commissioner/Commissioner in the respective State Institutes.

All other posts in the Headquarters Office.	Joint Development Commissioner.	Joint Development Commissioner.	All	Development Commissioner.
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All other posts in the Institutes/Branch Institutes/Extension Centres/ Production Centres in the States.	Directors in the respective State Institutes.	Directors in the respective State Institutes.	All	Development Commissioner.
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(3) In Part III, for the heading "Office of the Development Commissioner, Small Scale Industries" and the entries relating thereto, the following heading and entries shall be substituted, namely :—

1	2	3	4	5
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"Small Scale Industries Organisation.

All posts in the Headquarter office.	Deputy Director (Admn.).	Deputy Director (Admn.).	All	Joint Development Commissioner.
All posts in the Institutes/ Branch Institutes/Extension Centres/Production Centres in the States.	Directors in the respective State Institutes.	Directors in the respective State Institutes.	All	Development Commissioner."

[No. 4/2/57-Vig]

S. BANERJEE, Dy. Secy.

COFFEE CONTROL

New Delhi, the 14th April 1960

S.O. 984.—In pursuance of sub-section (1) of Section 9 of the Coffee Act, 1942 (7 of 1942), the Central Government hereby reappoints Shri M. P. Appu Menon, as Secretary, Coffee Board, Bangalore, until further orders with effect from the 26th April, 1960, i.e., the date on which he attains the age of superannuation.

[No. 9(22)Plant(B)/59.]

A. J. KIDWAI, Dy. Secy.

ORDER

New Delhi, the 18th April 1960

S.O. 985/IDRA/18G/33/60.—In exercise of the powers conferred by section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following amendment in the Cement Control Order, 1958, namely:—

In sub-clause (2) of clause (6) of the said order, after the second proviso, the following proviso shall be inserted namely:—

"Provided further that in the case of a sale to any person with whom the producer has entered into any such agreement as is referred to in the first proviso to sub-clause (1) of clause (6), the Corporation shall pass on to such person the benefit of the rebate, discount or commission referred to in that proviso".

[No. Cem. 10(5)/60.]

M. L. GUPTA, Under Secy.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Bombay, the 28th September 1959

S.O. 986.—Whereas M/s. C. K. Shah and Co., 101, Princess Street, Bombay-2 or any Bank of any other person have not come forward furnishing sufficient cause, against Notice No. 22-31-V/C-171/1-59/3511, Dated 17/19th August, 1959, proposing to

cancel licence No. E-8275-60/57/Jt. C.C.I.B. dated 1st July, 1959 valued at Rs. 500/- (Rs. Five Hund.) for the import of Sodium Bicarbonate, from the Soft Currency Area except South Africa, granted to the said M/s. C. K. Shah & Co., 101, Princess St., Bombay-2, by the Jt. Chief Controller of Imports and Exports, Bombay, Government of India, in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955, hereby cancel the said licence No. E-827560/57/Jt. C.C.I.B. dated 1st July, 1959, issued to the said M/s. C. K. Shah & Co., 101, Princess St., Bombay-1.

M/s. C. K. Shah & Co.,
101, Princess St.,
Bombay.

[No. 22-31-v/C171/1-59/3698.]

Sd/- Illegible,
Dy. Chief Controller of Imports and Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDERS

Bombay, the 24th March 1960

S.O. 987.—Whereas M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay-2, or any Bank of any other person have not come forward furnishing sufficient cause, against Notice No. 93-94-E-V/59/1-60/K/1400, dated 10th February 1960, proposing to cancel licence No. 620307 dated 8th December, 1959, valued at Rs. 750/- for the Import of Surgical Instruments etc. from the Soft Currency Area except South Africa, granted to the said M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay-2, by the Jt. Chief Controller of Imports & Exports, Bombay, Government of India, in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955, hereby cancel the said licence No. 620307 dated 8th December, 1959, issued to the said M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay-2.

M/s. Mukundlal & Co.,
29, New Hanuman Lane, Bombay.

Endt. No. 93-94-E-V/59/1-60/K, dated 24th March, 1960.

[No. 93-94-E-V/59/1-60/K.]

S.O. 988.—Whereas M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay, or any Bank of any other person have not come forward furnishing sufficient cause, against Notice No. 93-94-D-V/75/1-60 dated 10th February, 1960, proposing to cancel licence No. 752458 dated 16th December, 1959, valued at Rs. 500/- for the Import of Scientific and Surgical Instruments etc. from the General Currency Area except South Africa, granted to the said M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay, by the Jt. Chief Controller of Imports and Exports, Bombay, Government of India, in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955, hereby cancel the said licence No. 752458 dated 16th December, 1959, issued to the said M/s. Mukundlal & Co., 29, New Hanuman Lane, Bombay.

M/s. Mukund Lal & Co.,
29, New Hanuman Lane, Bombay.

Endt. No. 93-94-D.V./75/1-60/K, dated 24th March 1960.

[No. 93-94-D-V/75/1-60/K.]

(Sd.) Illegible.

Dy. Chief Controller of Imports and Exports.

MINISTRY OF STEEL, MINES & FUEL

(Department of Mines and Fuel)

New Delhi, the 12th April 1960

S.O. 989.—Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.R.O. No. 3235, dated the 8th October, 1957, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the schedule appended to that notification.

And whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. No. 1784, dated the 5th August, 1959, under sub-section (1) of section 7 of the said Act, notice was issued specifying further period of one year commencing from the 8th October, 1959, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands;

And whereas the Central Government is satisfied that the coal is obtainable in the whole or any part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 88.461 acres described in the schedule appended hereto.

The plan of the area covered by this notification may be inspected in the office of the Collector, Dhenkanal (Orissa) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

Any person interested in the aforesaid land may, within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the land or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

SCHEDULE

Plan No. Rev./64/60 (Showing lands to be acquired).

(DERA BLOCK)

All Rights.

Sl. No.	Name of Village	Thana	Thana No.	District	Area Acres	Remarks
1	Dera	Colliery	4	Dhenkanal	88.461	Part.
Total :						88.461 Acres (Approximately)

Plots to be acquired:

Part of 243 (Consists of 243/E, F, G, H, I, J), 255, 256, 257. Part of 258 (Consists of C & D), Part of 253 (Consists of B), Part of 259 (Consists of A), 243/2683, 2607, 2671, 263, 264, 265, Part of 267, 270, 271, 272, 273, 274, 2433.

Boundary description:

A starts from artisan quarters and moves towards north through B & C. DEFG line passes through the labour quarters.

GH line comes down towards South.

JKL line passes by the side of Miners quarters.

MN line passes by the side of Creche building and Staff quarters.

OPQ line passes by the side of ash dump.

QRSTU line passes by the side of Office and Hospital Buildings.

UVWXZ line passes by the side of Staff Quarters.

A1, B1, C1, D1, line passes by the side of Staff Quarters.

E1, F1, G1, line moves towards north by the side of Staff Quarters and Artisan Quarters.

H1, I1, J1, line passes by the side of Artisans Quarters.

J1, K1 line moves towards South.

K1, L1 line passes by the side of Artisan Quarters.

L1, M1 line passes by the side of Staff Quarters.

N1, O1, P1, Q1 line passes by the side of Staff Quarters.

R1, S1 line moves towards north and by the side of Staff Quarters.

S1, T1 line moves towards north-east and by the side of Staff Quarters.

T1, U1 line moves down towards south and by the side of Staff Quarters.

V1, W1, X1, Y1, Z1 passes by the side of Staff Quarters and reaches the play ground.

Z1, 1A2, B2, C2 line passes on four sides of the play ground.

A3, B3, C3, D3 line passing by the side of the road to pit top enters into the area of Reserve Forest.

E3, F3, G3, H3, I3, K3, L3 line passes through Reserve Forest area and by the side of A.S.O.C.'s Bungalow.

M3, N3 line passes by the side of Rest House.

N3, O3, P3 line passes by the side of Road.

Q3, R3 line passes by the side of road towards north.

R3, S3 line passes by the side of Nullah and connects the road leading to Pit top.

D2 land belongs to Private Party (Plot No. 2607).

E2 land belongs to Private Party (Plot No. 2671).

F2 land belongs to Private Party (Plot No. 2683).

[No. C2-21(3)/60.]

MAHMOOD BUTT, Dy. Secy.

MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 16th April 1960

S.O. 990.—In exercise of the powers conferred by section 18 of the Indian Coconut Committee Act, 1944 (10 of 1944) the Central Government hereby makes the following further amendments in the Indian Central Coconut Committee Rules, 1945, namely:—

In the said Rules,—

(1) rule 4 shall be re-numbered as sub-rule (1) thereof;

(2) in sub-rule (1) as so re-numbered,

(i) after the words "other than" the words "a member elected under clause (g) of Section 4 of the Act, the Agricultural Marketing Adviser with Government of India and" shall be inserted;

(ii) the words "Provided that" and proviso (b) shall be omitted;

(3) after sub-rule (1) as so re-numbered, the following sub-rule shall be inserted, namely:—

"(2) Save as otherwise provided in these rules, a member of the Committee elected under clause (g) of Section 4 of the Act shall hold office for so long as he continues to be a member of the House from which he was elected."

[No. 7-24/60-Com.I./I.C.Coc.C.R./Am(1)/60]

N. L. GUPTA, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Departments of Communications and Civil Aviation)

New Delhi, the 11th April 1960

S.O. 991.—In pursuance of the provisions of sub-rule (1) of rule 48 of Order XXI in the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Transport and Communications (Departments of Communications & Civil Aviation) No. 2-CD(54)/55, dated the 9th August, 1958 (S.O. 1676, dated the 9th August, 1958), namely:—

In the Schedule annexed to the said notification—

Under the head 'C—Civil Aviation Department', Sub-head Communication Organisation;

(i) for the existing entries against items 10, 12, 18, 62, 63 and 64 the following entries shall respectively be substituted, namely:—

"10. A.C.S., Jaipur	Officer-in-Charge, Aeronautical Communication Station, Jaipur.
12. A.C.S., Babatpur	The Controller of Communication, Delhi Region, New Delhi.
18. A.C.S., Udaipur	The Officer-in-Charge, Aeronautical Communication Station, Jodhpur.
62. A.C.S., Cochin	Controller of Communication, Madras Region, Madras.
63. A.C.S., Mangalore	Officer-in-Charge, A.C.S., Mangalore.
64. A.C.S., Madurai	Controller of Communication, Madras Region, Madras."

(ii) after item 19, the following two items and entries shall be inserted under 'Delhi Region', namely:—

"19-A. A.C.S., Banihal	The Controller of Communication, Delhi Region, New Delhi-3.
19-B. A.C.S., Quazi Gund	The Controller of Communication, Delhi Region, New Delhi-3."

[No. 18-CD(1)/59.]

D. S. NIM, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 11th April 1960

S.O. 992.—Whereas the Central Government is of opinion that it is necessary to acquire certain evacuee properties in the State of Uttar Pradesh specified in the Schedule below for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires, the evacuee properties specified in the Schedule below.

THE SCHEDULE

S. No.	Particulars of the evacuee property		Name of the town and locality in which the evacuee property is Situated	Name of evacuee
1	2	3	4	5
1.	166	3.75	Tehsil—Baberu Umrenhda.	Mohd. Nawab S/o Mohd. Jafar.
2.	257/1	7.14	Do.	Do.
3.	275/2	0.62	Do.	Do.
4.	377/2	1.10	Do.	Do.
5.	736/1	1.07	Do.	Do.
6.	740	0.50	Do.	Do.
7.	752/2	1.30	Do.	Do.
8.	759/4	7.60	Do.	Do.
9.	766/3	2.50	Do.	Do.
10.	797	2.60	Do.	Do.
11.	850	1.00	Do.	Do.
12.	585	0.10	Tehsil—Karwi Purwa Tarunha	Sri Sajjad Khan S/o Munaur Khan.
13.	773	2.37	Do.	Do.
14.	1389	0.34	Do.	Do.
15.	1461	0.59	Do.	Do.
16.	1388	0.03	Do.	Do.
17.	133	0.94	Tehsil—Naraini. Phahari Maufi	Sri Hamida Bibi D/o Azizzlah Khan.
18.	305/3 & 308/2	3.63	Harha.	Shri Abdul Samad.
19.	63	2.34	Do.	Shri Abdul Samad.
20.	74/1	3.28	Do.	Do.
21.	811/1	4.72	Nawagawan.	Mohd. Ahmed S/o Sajjad Ahmed.
22.	1651	1.78	Do.	Do.
23.	2437	1.37	Do.	Do.
24.	522/1	0.14	Thanair.	Shri Akhtar Hussain.
25.	524	3.00	Do.	Do.

[No. 2(1)Policy-II/58.]

New Delhi, the 12th April 1960

S.O. 993.—Whereas the Central Government is of opinion that it is necessary to acquire certain evacuee properties in the State of Uttar Pradesh specified in the Schedule below for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires, the evacuee properties specified in the Schedule below.

THE SCHEDULE

Sl. No.	Particulars of the evacuee property		Name of the town and locality in which the evacuated property is situated	Name of the evictee
	Khasra No.	area		
1	2	3	4	5
1.	755	2-3-0 Bigha.	Tehsil—Hapur Barari	Sri Abdul Qayum Khan S/o Mohd. Hakim Khan & Shaukat S/o Abdul Karim Khan.
2.	756	2-8-0	Do.	Do.
3.	193	2-10-0	Do.	Sherpur
4.	194	2-14-0	Do.	Do.

[No. 2(1) Policy-II/58.]
KANWAR BAHADUR,
Settlement Commissioner & Ex-Officio
Dy. Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th April 1960

S.O. 994.—In exercise of the powers conferred by section 8 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), read with rule 3 of the Coal Mines Labour Welfare Fund Rules, 1949, the Central Government hereby appoints Mr. B. Mitter, a person nominated by the Indian Mining Association, as a member of the Coal Mines Labour Welfare Fund Advisory Committee constituted in the Notification of the Government of India in the Ministry of Labour and Employment No. S.R.O. 3266, dated the 8th October 1957 vice Mr. R. H. Wright resigned, and makes the following further amendment in the said notification, namely:—

For the entry “7. Mr. R. H. Wright”, the entry “7. Mr. B. Mitter” shall be substituted.

[No. 3(13)/60-MII.]
A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 12th April 1960

S.O. 995.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Chargaon Mine of Messrs. Best Minerals (Private) Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

REFERENCE NO. 35 OF 1959

PARTIES:

Employers in relation to the Chargaon Mine of Messrs. Best Mineral (P) Limited, Nagpur.

AND

Their workmen.

PRESENT:

Shri G. Palit, M.A., B.L., Chairman,
Central Government Industrial Tribunal, Dhanbad.

APPEARANCES:

Shri N. H. Kumbhare, Pleader—for the workmen.

Shri A. Bobde, Advocate—for the Employers.

Camp: Calcutta, dated the 22nd March 1960.

STATE: BOMBAY STATE.

INDUSTRY: MANGANESE.

AWARD

This is a small case with big history behind it. It was originally referred by the Ministry of Labour & Employment by its Order No. LR.II/62(8)/58, dated 5th November 1958 to the Industrial Tribunal at Nagpur under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication. Then it was found that the service of Shri P. D. Vyas ceased to be available and the Ministry of Labour & Employment by its Order No. LR.II-4(15)/59, dated 5th May 1959 transferred the said dispute to Shri Salim M. Merchant, the Industrial Tribunal, Dhanbad, for adjudication under the said Section. Eventually, however, the service of Shri Salim M. Merchant ceased to be available because of his transfer to Bombay and the aforesaid dispute was accordingly withdrawn under Section 33B(1) of the said Act and referred to the Industrial Tribunal at Dhanbad presided over by me for adjudication by its Order No. 4/47/59/LRII, dated the 13th January 1960.

2. The case was taken up for hearing on 17th March 1960 at Calcutta at the instance of the union. As the union representative wanted a day's adjournment by wire the case was actually heard on 18th March 1960. Evidence was closed. Argument was concluded and the award was reserved.

3. Turning to the issue I find that Shrimati Baru and Shrimati Jayawanti both woman workers in Chargaon Mine of Messrs. Best Minerals (Private) Limited, Nagpur, were refused employment with effect from the 23rd May 1958. The Tribunal has been called upon to decide whether the said order was justified, if not what relief are these two workers entitled to.

4. It is the case of the union on 2nd May 1958 Shri Venkat Punjaram, Kisan Babusa, Shrimati Santi, wife of Kishan, Shrimati Jayawanti, wife of Warloo Sagdeo and Shrimati Baru, wife of Dewaji Sagdeo applied for leave in writing under the Mines Act. But as the application was not made in the prescribed form, the management did not grant the leave though they were entitled to it because of their service. These persons again applied in writing on 5th May 1958 for leave without pay because they had to attend the marriage ceremony on 6th May 1958. The period of leave that was sought for was for 7 days. The manager Shri Dayalal Joshi verbally granted the leave. Accordingly they availed themselves of the leave upto 12th May 1958. They reported on 13th May 1958 but were not permitted to join. They were asked to give an apology in writing. They gave an apology in writing on 18th May 1958 but the management only took back the first three employees on 21st May 1958. They refused employment to Shrimati Baru and Shrimati Jayawanti. It is contended that one was the wife and the other mother of Shri Warloo who was the President of the Chargaon Branch of the union and as such they have been victimised.

5. According to the management it is stated that Shrimati Baru and Shrimati Jayawanti did not apply for leave in writing. They absented themselves from work without any permission from 6th May 1958 to 23rd May 1958. On 23rd May 1958 they admitted their absence and prayed for being allowed to join. The management refused to grant it. They were accordingly dismissed from employment with effect from 5th May 1958. It is contended that they should have applied for leave 15 days before they actually availed themselves of it as is required under Section 49(4) of the Indian Mines Act 1952. The applications were also to be in the prescribed form. They are said to have contravened the standing order Nos. 20, 29(a), 29(e) and 29(g) of the company. So their dismissal was justified. These two woman workers were found guilty of arrogant and insubordinate behaviour on 23rd May 1958. So the management sternly refused them employment.

6. Turning to the evidence on record, I am inclined to think that these two woman workers along with the three others who had since been taken back had made applications in writing to manager of the Chargaon mine. They have filed copies of the said petitions marked 'X' and 'X(1)' for identification. The management, of course, denied them. The witness O.P.W. 1, Shri Pareswar Singh Bisen sets himself up as the Agent of all the mines of Messrs. Best Minerals (Private) Limited under the Mines Act. He admits this. He also admits that the mines are situated in different places. He says that he is the only person who deals with those leave applications and not the manager. But if I look to the standing orders of the company which is marked Exhibit E, I get in para 17 that any workman desiring to obtain leave shall apply to the Mine Manager to whom he is subordinate. But if he works in any office of the mine or otherwise, then he must apply to the Agent or the Manager in charge of the office.

So it is clear that it is the manager who is entitled to entertain an application for leave from a worker. The Agent can receive applications for leave from the mines' staff. So it is only likely and in the fitness of things that it is the manager who must have received the application from these women workers. That is exactly their case. But the said Manager though he is specifically named as Shri Dayalal Joshi in the written statement of the workmen is not examined to give a denial. He is also not examined before the Conciliation Officer. Why is the Manager Shri Dayalal Joshi held back? Is it because he cannot contradict truth? It is not said that he is out of employment. All that is said by O.P.W. 1 is that Shri Agwan is the manager of the Chargaon Mine. But that is not send in his reply to the written statement of the workmen, O.P.W. 1 Shri Bision says that he insists on an application in writing in case of any leave by the workmen. When these women workers went on leave, they naturally gave applications in writing. I cannot see why a departure should be made in their case. It is not that they were out to flout the authorities. So it is plausible that because of the urgency of the marriage ceremony they could not give timely notice of their leave application as is required by the Mines Act and in the proper form. They wanted leave without pay when they found they could not get any leave with pay. It is urged that these women workers could not produce any evidence to show that they had actually presented these applications for leave in writing. If we remember that these are illiterate people and do rely on the employers' goodness they do not always insist on having some receipt for tendering their applications for leave. So the mere fact that these women workers could not produce any tangible evidence to show that they had actually made these applications for leave in writing can never be conclusive. I am inclined to believe from the circumstances elicited that they must have applied for leave before they had actually availed themselves of it. The management is not prepared to produce those applications because they would, if produced, mar its case. Another fact that is relevant in this connection is that the management wants to use the applications by Shrimati Baru and Shrimati Jayawanti on 23rd May 1958 as the trump cards. By this the management wants to show that everything was admitted. These are marked Exhibits A and A(1). By these the management wants to show that its entire version is admitted in those two letters. So the workmen must be put out of court. But if these applications are scrutinised, they stand self-condemned. Does it not clearly show that the applicants made all the statements against their own interest? For instance, it is stated that they had left duty on 5th May 1958 without obtaining leave. It is further said that they had given applications only on 23rd May 1958 and they had turned up on that day. It is also told that whatever they might have said before should not be accepted. That was a mistake or misconduct. They may be pardoned and may be permitted to join. Care was also taken to kept a witness that it was written in his presence. I am almost convinced that these letters were taken under dictation or duress. These women workers being illiterate could not scent any nefarious design. They walked into the trap unsuspectingly. Had it been otherwise, who could have given such a death warrant against herself. This has practically put them entirely on the mercy of the employer as it could be clearly seen. This was eventually used against them. But in spite of all these, the employer O.P.W. 1 says that these two women workers were chucked out because they proved to be arrogant on 23rd May 1958. Does this letter reflect any arrogance? I am sure that it does not. So it is clear that the employer had already made up his mind just to terminate the service of these two women workers. Nothing has been placed before me as to how these women workers could have offended the employer. The only thing that transpires in evidence is that one happens to be the wife and the other mother of Waroo who is the President of the Chargaon Union. That is why other three workers though guilty of the same alleged offence, if there is any offence at all, were taken back while these women workers were singled out for punishment. Thus It is a clear case of victimisation for indirect connection with union activities. Another fact that is also significant is the conduct of the employer in this case. In his evidence before me O.P.W. 1 says that according to him on 23rd May 1958 these persons were no longer in his employment. Their application was for only re-employment. That is why he did not give them employment on that date. But when confronted by the Tribunal he said that these workmen did not lose their service by automatic forfeiture consequent upon their absenting from work. He actually took disciplinary action long after and that was on the 30th August 1958. He may have held up his hands only so long as the conciliation proceedings were pending but certainly did not act according to the standing orders. The standing order says that in such cases that if there is an unauthorised absence exceeding 10 days he should be guilty of misconduct as per para 20 thereof. He may be suspended for a period not exceeding four

days or fine or dismissal without notice etc. if he is found to be guilty of misconduct. But no order of dismissal shall be passed unless the workmen were informed in writing of the alleged misconduct and were given an opportunity to explain the circumstances alleged against them. The approval of the manager is required in such cases of dismissal. So the employer immediately on the expiry of 10 days of unauthorised leave should have issued an order of suspension and should have started the enquiry. Then if the workmen was found guilty, he could have been dismissed. But the employer did nothing of this sort. Even when the workmen turned up and wanted to join, though their employment must have been subsisting still, they were not permitted to join. Such an order preventing the workmen from joining can never be justified. It was absolutely arbitrary and not in conformity with the standing orders and manifestly an abuse of the employer's powers.

7. Having regard to these facts and circumstances, I find that the order of dismissal passed against these women workers is liable to be set aside as unjustified and I set it aside. The result is that these two women workers are entitled to have their wages upto 23rd August 1958 from 6th May 1958 the date of dismissal being as per Exhibits D and D(1). After that period of absence or forced unemployment they should be treated as on leave without pay. I grant no compensation because these women workers are said to have been employed during this period or part of it in different mines. These women workers are ordered to be reinstated within one month of the award coming into operation. They will draw wages at their previous rate and hold the same post or equivalent post in the aforesaid mine as previously with effect from the date they are reinstated. The above payment of wages allowed by the award should be made to these two women workers within one month of the award coming into operation in one lump sum.

8. I order Rs. 50/- (fifty) to be paid to these two women workers as costs by the employers.

Sd/- G. PALIT,

Chairman,

Central Government Industrial Tribunal,
Dhanbad.

Camp: CALCUTTA;

The 22nd March, 1960.

[No. 62/8/58-RLII.]

S.O. 996.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Messrs Bikaner Gypsums Limited, Bikaner and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL DELHI.

PRESENT:

Shri E. Krishna Murti, Central Government Industrial Tribunal.

19th March, 1960

I. D. No. 245 of 1958.

BETWEEN

The employers in relation to M/s. Bikaner Gypsums Ltd.

AND

Their workmen.

Shri Dr. Anand Parkash for the management.

Shri Y. R. Bhasin for the workmen.

AWARD

By G. O. No. LRII. 64(14)/58, dated the 22nd December, 1958, the Industrial dispute, between the employers in relation to M/s. Bikaner Gypsums Ltd., and their workmen, has been referred to this Tribunal for adjudication under Section 10(1)(d) and 12(5) of the Industrial Disputes Act, 1947.

2. The terms of reference are as follows:—

1. What should be the quantum of bonus payable to the workmen by the management during the years 1955-56 and 1956-57.

2. Whether the existing grades of pay and the rate of dearness allowance of the various categories of workers not covered by the award of the Industrial Tribunal, Delhi published with Ministry of Labour and Employment Notification S.R.O. 67 dated the 27th December, 1957, are adequate, and if not, what should these be and from what date?

3. Whether the demand for the introduction of a gratuity scheme for the workers is justified?

3. It is alleged in the statement of claim filed on behalf of the Gypsum Mine Workers Union, that the Union served a charter of demands on the management, that thereafter the management resorted to several unfair labour practices, that there was a strike by the workmen from 1st October, 1958, that the workmen claimed bonus for the year 1955-56 at the rate of 1/3rd of the total basic earnings, and for the year 1956-57 at the rate of half of the total basic earnings, that the Company had declared dividend at the rate of 15 per cent. in both the years, that accordingly the demand for bonus is well justified, that the wage scales for categories of workmen, not governed by the previous award dated 27th December, 1957, should be revised in the manner shown in the statement of claim, that the Company is a prosperous concern, and has the capacity and stability to pay the wage scales, that, in view of the increase in the cost of living, dearness allowance should be given at a higher rate, that both dearness allowance and wage scales should be given retrospective effect from 3rd February, 1958, that the Company has also got the capacity and stability to have two retiring benefits, and that a scheme of gratuity should be introduced.

4. There is a further statement of claim filed on behalf of the workmen, represented by the Jamzor Gypsum Mine Sangh, and it is alleged, that the Sangh had discussions with the management, that the Managing Director had been requested to increase the quantum of bonus, that the Sangh had little experience in determining, what the quantum of bonus should be, that the Sangh demands, that the salaries and wages should be paid, as in Appendix II, and that dearness Allowance should be increased, and that a Gratuity Scheme should be introduced.

5. The contention on behalf of the Company is, that the Gypsum Mine Workers' Union is not a representative Union, that the question of bonus is not dependent upon the declared dividend, that the Company paid voluntarily, bonus for the two years in question at the rate of two months' basic wages, that the bonus paid is liberal, that no further bonus can be paid, that there is no available surplus during the two years in question justifying payment of any further bonus, that moreover the workmen accepted the bonus voluntarily paid, without protest, that there is also an agreement in this connection, that the workmen are estopped from claiming more bonus, that the demand for bonus for the year 1955-56 is belated, that the Company has not got enough financial stability or ability to pay the revised wage scales, that there is no justification for introduction of such wage scales, that the grades of pay were revised only as recently as in 1956, that there can be no further revision, that the principle of *res judicata* applies, that the Company is not able to bear the increased burden of any enhancement in wage scales, that the demand for payment of higher dearness allowance is also untenable, that the Company has not got the financial capacity or stability to bear the introduction of a Gratuity scheme, and that the demands raised on behalf of the workmen are untenable.

6. Both parties are agreed, that the issues are as in the terms of reference.
Issue No. 2.

7. This is a dispute between the employers in relation to Messrs Bikaner Gypsums Limited (hereinafter referred to as the Company) and their workmen.

8. In the first place, I shall take up the question of wage scales.

9. It may be mentioned here, that the Jamsar Gypsum Mine Sang also filed a statement of claim. However, no evidence was led on behalf of the Sangh.

10. This issue raises the question, whether any revision is necessary in the existing grades of pay and the rate of dearness allowance of the various categories of workers other than those covered by the award dated 27th December, 1957. According to the case of the Gypsum Mine Workers' Union, the award dated 27th December, 1957 fixed the minimum wages of the Mazdoors only. The

wages of other categories were not fixed. The contention of the workmen is, that the Mazdoors had been brought at par with the semi-skilled labour, that there is a big gap between the earnings of the workmen and the living wages, that the wage-scales are inadequate, and that they should be revised. It is asserted, that the Company is a prosperous concern, and has got the capacity to pay a fair wage. The workmen allege that there has been an increase in the cost of living, and that the rate of dearness allowance should be increased to neutralise the effect of rising costs. The Claim is, that the revised wage-scales and enhanced dearness allowance should be given retrospective effect from 3rd February, 1958.

11. The contention on behalf of the Company is, that the grades of pay were revised only as recently as in 1956, that the workmen were generally happy with these grades, and that, therefore, there is no need for any further revision. It is also alleged, that fixation of grades of pay are long term schemes, which should not be interfered with frequently. The Company has been paying better wages than other units of the industry, which are mining gypsum. The capacity of the industry as a whole is not such as to enable the Company to pay a higher wage than is prevalent. Various amenities are being received by the workmen, and any additional burden would cripple the industry. Thus the demand for revision of wage-scales is resisted. The further contention is, that the demand for payment of other allowances, as claimed is not tenable.

12. There is the evidence of MW11 Mr. Ghosh on behalf of the management, the scales were fixed in 1956. Attention is drawn to Ext M/64 but this is only with the Sangh and the Union is not a party to the same.

13. The first question, that arises, is about the fixation of wage-scales. At the outset, I shall deal with the contention on behalf of the management, that the principle of *res judicata* applies to the facts of this case. It is urged, that wages were fixed in the previous award, Ext. M/63, and that, in view of the said award, the present claim by the workmen for revision of wage scales and grades is untenable, and is barred by the principle of *res judicata*. This is an untenable contention, which cannot be supported. In Ext. M/63 only the wages of certain Mazdoors were fixed. The question of revision of wage scales as such for other categories of staff as demanded herein, was not decided in the previous reference. The contention on behalf of the management that the fact, that no relief was awarded in the previous award, in the matter of revision of grades and scales of pay of staff other than Mazdoors, means, that such a demand must be deemed to have been refused, cannot be up-held. It will be seen, from the award, that there was no demand in the prior case for revision of wage scales of the various categories, for whom the demand is now made. The principle of *res judicata* has no application at all, and this objection, raised on behalf of the management, is over-ruled.

14. Reference may be made to various charters of demands that were sent on behalf of the workmen, namely Exts. W/18, 14, 15, and 16. There were negotiations with the management, as evidenced by Exts. W/18, 19 and M67 and M68 and M73 to 80. Exts. W/17 and 76 contain a list of the several categories working in the Mines, their existing scales of pay, and the proposed grades. It is mentioned therein, that such of the categories from which nobody was a member of the Union, had not been included, as it was not clear, whether the Union could represent them. There is also a note therein, that cash handling and machine handling allowance should be paid, and that the time keeping clerk should be paid Rs. 10 as Watch Allowance. There is a list showing, the scale of dearness allowance, effective from 1st June, 1955. Ext. W/21 is a statement, showing the comparative graded scales for certain categories of employees of Messrs Bikaner Gypsums Ltd., and the Engineering and Mechanical Department of the Government of Rajasthan at Bikaner. Ext. W/22 shows the scales of pay as compared with the pay-scales of the staff of Sindri Fertilisers and Chemicals, stationed at Jamsar and Bikaner. Ext W/23 is a statement showing the existing dearness allowance of Messrs Bikaner Gypsums Ltd., and the dearness allowance paid to the employees in Palana Colliery, and Northern Railway, Bikaner Division. Exts. W/72, and 77 are also material in this connection. Ext. W/72 shows, the scales of pay for daily rated workers and also the monthly rated staff in the Sindri Fertilisers and Chemicals. Ext. W/77 shows the scales of pay, prevalent in Rajasthan Government in the Electrical and Mechanical Department. Ext. W/21 is a comparative statement, showing the grades of pay as existing at present for monthly rated monthly paid workmen in Bikaner Gypsums Ltd., as compared with those prevailing for equivalent or corresponding posts in Sindri Fertilisers and Jaipur Odyog Ltd., and Rajasthan Government Mechanical and Engineering Department. Ext. M/67 is filed for the Company as a comparative statement of the wage-scales. Ext./67 B & C show the

wage scales prevailing in the Government Departments of the Rajasthan Government. Ext. 67 E shows the wage-scales in Jaipur Odyog, M67 F & G in Rajasthan Mining Association, and Ext. M/67 J to M in Sindri Fertilisers. Ext. M/67 M relates to a Gypsum Mine in Coimbatore District.

15. The contention on behalf of the workmen is, that a comparison of the various grades as compared with the other industrial undertakings above mentioned will show, that the existing grades and scales of pay in the Company are inadequate, and need revision. It is urged, that there has been an increase in the cost of living, and that in any case, the cost of living in Jamsar, where the Mines are situated, and where the employees are working, is more by about 5 to 10 per cent. than the cost of living in Bikaner. This is put forward as a circumstance, entitling the workmen not only to claim revision of the grades and scales of pay, but also the rate of dearness allowance.

16. In proof of their contention, about the increase in the cost of living, the workmen have relied upon the document Ext. M/90, as showing, the minimum expenses of living of a workmen's family Jamsar. Moreover, Exts. W/35 to 35F, Ext. W/67 series, Ext. W/71 series, Ext. W/73 series, and Exts. W/74 have all been relied upon, in support of the workmen's case that there has been a rise in the cost of living.

17. There are a number of decisions of the Supreme Court regarding the fixation of wages and wage-scales. The decisions in Crown Aluminium Works (1958 I LLJ 1); Express Newspapers (Private Ltd., (XIV (1958) FJR 211), and Lipton Ltd., (1959 I LLJ 431) are important in this connection. In the case of Express Newspapers (Private) Ltd., the principles, regarding wage fixation, are set out at page 252. It ought to be seen, that the workmen have demanded incremental scales of pay. It is well settled, that increments of wages, or scales of remuneration could only be fixed having regard to the capacity of the industry to pay. Before any incremental scales are fixed it is essential to see, whether the employer would be liable to bear the burden. The financial condition of the Company must be such as to lead to the conclusion, that the concern would be able to pay the increments year by year for an appreciable number of years. Thus it must be established, that the employer has not only the present capacity to pay, but also that the concern has financial capacity which can be counted upon in future. In short, both financial ability and stability are requisite conditions. The same remarks would also apply to a case where the workmen demand a revision of the existing scales of pay in an upward direction.

18. It falls to be determined, whether the financial condition of Bikaner Gypsums Ltd., is such as to enable fixation of wage scales, as demanded by the Union as set out in Exts. W/17 and W/76. The contention on behalf of the management is, that they have not got the financial capacity to bear any revision. Exts. M/68 series and M/83 and 84 have been produced on behalf of the management to show the financial impact of the demands made on behalf of the workmen.

19. According to the evidence of MW3 Shri D. P. Chaterjee, who is a Chartered Accountant, and who is the Auditor of the company from its very inception, the financial position of the Company at present is not sound. Ext. M/41 has been compiled on the basis of the balancesheets. It is mentioned therein, that though the production had increased from year to year, profit has not been earned in the desired proportion. It should however be noticed that there has been a steady increase in the tonnage sold year after year. There has been also increase in the selling rate, and increase in profits, though the profit in 1957-58 was not as high as it was in 1954-55. It is attempted to be shown in this chart, that in the sales of Gypsum to Sindri Fertilisers there is a loss on sales amounting to Rupees 0.34. It is also attempted to be shown, that in 1955-56 the percentage of profit in comparison with the sales was 12 per cent, whereas in 1957-58 it is only 11 per cent. Ext. M/42 contains a list of the dividends paid by other mining companies, as reported in Capital dated 13th August, 1959. It is pointed out, that in other mining companies dividends, as high as 32.1 per cent were paid in the concerned years. In 1958 the dividend ranged between 12 per cent to 25 per cent. Among these Items 3 to 6 are Coal Mines, and Item No. 1 is Indian Copper Corporation. However, the Chartered Accountant has admitted in his evidence, that the dividend in the Company has been maintained at not less than 15 per cent during the last few years. In spite of the chart mentioned above, it can by no means be contended, that the Company has not been doing a fairly profitable business, when the dividend has not been less than 15 per cent.

20. The contention has, however, been raised on behalf of the Company, that it is not doing a stable business, and that it is engaged in mining a wasting asset. The evidence of MW3, the Chartered Accountant, is, that the present mine is a wasting asset, because the assets are being eaten away. In cross-examination he admits, that all the companies in Ext. M/42 are working wasting assets. In spite of this, these companies have been paying handsome dividends. It is also important to note, that, according to the evidence of MW3, the Bikaner Gypsums Ltd., took over the mines in 1946 or 1947. The lease period is 20 years. There is an option for renewal for another 20 years. Even though the Company did not pay any dividend at the beginning in one or two years, it began to pay dividend first at a lower rate of 10 per cent, and then this was raised to 15 per cent. In this connection attention has been drawn to Ext. W/94 the report of Shri Chakrawarti about Jamsar Gypsum deposits. Ext. W/95 is a report on the prospects and location of a fertilizers Factory in Rajasthan by a Technical Committee. It is pointed out, that at page 44, the conclusion was reached that Rajasthan had got cheap Gypsum deposits, and that in some cases the deposits of Gypsum occurred practically a few feet below the surface, and that the quality of Gypsum and its purity were very high. Appendix A contains the estimated reserve of Gypsum, and Jamsar Mines show the reserve as 30 million tons, the source of information being the Geological Survey of India. Again reference may be made to Ext. W/75 showing the reserves. It is hardly possible to accept the contention on behalf of the management, that the Mines would be exhausted in 2 or 3 years, and that they would be closed down, and that therefore its financial position is precarious and that the industry has no future.

21. On behalf of the workmen, Shri R. C. Shukla, who was formerly employed as a Chemist, states, that the Company is prosperous, and has financial capacity. The dividends are on the increase. He knows from his work as a Chemist, that there are enough deposits to last for 10 years to come. The contention, that the Company is engaged in working wasting assets, and that, therefore, it has not enough financial capacity to bear any increased burden of revised wage scales, is not tenable.

22. The second contention raised, is, that the Company was formerly mining selenite, that this was however prohibited by orders of the Rajasthan Government and that this has adversely affected the financial position. That the mining of selenite was prohibited by the Rajasthan Government is clear from Ext. M/59. But, from this fact alone, it cannot be concluded, that the financial position had been adversely affected.

23. The next contention raised is, that the purity of Gypsum, that is being mined, is getting less and less and that this also affects the future financial position adversely. The contention on behalf of the workmen is, that there has been no fall in the purity of Gypsum. The management have relied upon Exts. M/47, as showing the decrease in purity. However, I have already referred to the report of the Rajasthan Government, that the Gypsum in Rajasthan is of high quality. On behalf of the workmen, Exts. M/64, 68, 69, 70 and 75 have been produced in relation to the analysis of Gypsum regarding purity. Ext. W/75 shows the purity to be above 80 per cent. According to the evidence of Shri R. C. Shukla, the purity of Gypsum has not deteriorated. On the contrary, there is increase in the percentage of purity. The average purity of despatch to Sindri is about 88 per cent, and under the agreement the Company can supply Gypsum upto 84 per cent. Exts. W/38 and 39 have been filed as relating to the Sindri contracts. Ext. M/66 contains the despatches of Gypsum to Sindri and the average purity is about 86 per cent which is by no means low. No doubt, it has been proved on the evidence, that the major part of the Gypsum mined by the Company, is supplied to Sindri Fertilizers. Even granting this, I am unable to conclude on the evidence, that there has been such a fall in purity of Gypsum as to adversely affect the supply to Sindri Fertilizer, and in consequence the financial position of the Company. On the other hand, it is the case of the workmen, that there is a great demand for Bikaner Gypsum from private companies. The evidence of Shri Shukla is, that the management are unable to meet the demands for Gypsum from private companies. The rate, which the Company charges to private purchasers, is Rs. 13 to Rs. 40 per ton. This price is fetched for Gypsum, the purity of which is 80 per cent, or even lower. His further evidence is, that the price per ton paid by Sindri has been increased from Rs. 5-14-0, in the past, to Rs. 7-11-0 per ton from 1st October, 1957. He denies the suggestion, that the price is only Rs. 7-11 n.P. His evidence also shows, that there is a premium paid for purity above 86 per cent. He is the Secretary of the Sindri Fertilizer Workers' Union at Jamsar, and hence he knows about the rates given by Sindri. The evidence of Shri Ghosh,

MW11 is, that formerly the Bikaner Gypsum was considered the best in the country, but not now, as the extreme limit of the deposit is being reached. He however admits, that the cost of production is a little less on account of mechanisation. According to the evidence of MW7, Shri A. K. Mukerjee, the daily production is of the order of 1400 tons, and the daily despatch is 1100 or 1200 tons. The evidence of MW6, Shri B. C. Mukerjee, is, that, after the old contract expired, the rate of supply to Sindri was increased to Rs. 7.11 nP. The supply to Cement Factories is at Rs. 10 or Rs. 10-12-0 per ton. No customer was charged Rs. 40 per ton. He admits, that in 1956, the price to Cement Factories was raised. He also says, that it is not possible to raise the price further to Cement Factories, because cement is a controlled commodity. In cross-examination he admits, that the Company charged Rs. 27 per ton to Potteries. The Potteries require very high purity of Gypsum, and they are charged Rs. 27, but such sales do not exceed 2,000 to 3,000 tons. He further adds, that there has been an increase in labour costs and that the total cost per ton is near about Rs. 7.4-0. There has also been increase in royalty, which was formerly -/8/-, to Rs. 1-4-0. The evidence of Shri Banerjee, MW5, is, that he cannot say, if his Company's Gypsum is in very great demand, and if the Company has not been able to meet demands from private traders, other than Sindri. To persons, outside Sindri, supply is made of Gypsum less than 80 per cent of purity. He denies the suggestion, that his company had sold to outsiders Gypsum of 70 per cent purity. According to the evidence of MW6 Shri B. C. Mukerjee, Sindri Fertilizers have agreed to take 4 lakhs to 5 lakhs tons.

24. The evidence, considered as a whole, leaves no room for doubt, that the Company has enough financial capacity, and stability to bear an increase in the rate of wages and in the wage scales. The company's profits have been increasing, and the dividend has been maintained at 15 per cent. It is the case of the workmen, that certain extra supervisory staff was also appointed, though it is admitted by the management, that only one new appointment was made. MW6 deposes, that the post of Foreman at Jamsar was converted into Assistant Mines Manager in 1947. The post of Assistant Welfare Officer is a new creation of 1949, though of a lower grade. The post of Chemist Sampler has been increased. Though MW6 stated, that the Deputy Mines Manager was looking after the duties of Mines Manager, we have the evidence of MW11, Shri S. Ghosh, that he is Acting Mines Manager. There is no force in the plea, that the Company's financial position is by no means good. The contention that the Company is suffering loss on sales to Sindri is not tenable. That is a matter to be taken up with the Sindri Fertilizers for revision of the selling price. On the ground, that the price of Rs. 7.11, which is now being paid by Sindri Fertilizers, which takes in the bulk of Gypsum, mined by the Company, is not adequate, in the opinion of the company, the demand for revision of pay scales cannot be rejected. By and large the Company's financial position taken as a whole is quite satisfactory and it has got the financial capacity to bear the burden of an increase in wages. There can be no doubt of the fact, that the wage scales do need revision. We have to take into account the increase in the living costs. Even, according to the evidence of Shri Ghosh, the Mines Manager, the prices at Jamsar may be 5 per cent higher, than those in Bikaner. The evidence of MW2 Rattan Singh is that the prices may be higher by 5% to 10%. On behalf of the workmen a number of documents have been filed to show, that there has been a rise in the cost of living. Exts. W/35 to 35F, 61 series, 71 series, 73 series, 74 series and 92 have all been relied upon in support of the contention, that there has been a rise in the cost of living. The evidence of Shri Shukla, WW1, is, that the cost of living has increased since the date of the previous award. The prices of commodities have substantially increased. The cost of living at Jamsar is much higher than that in Bikaner. Shri Sita Ram Aggarwal, when questioned about Ext. W/71 series, stated, that the shop-keeper kept record of the prices, and that the prices given in Ext. W/71 were whole-sale prices. With reference to Ext. W/67, he says, that the prices are retail prices. The shop-man, who gave the lists, Exts. W/67 and 71, lives in Bikaner. Ext. W/35 contains the rates of the Jamsar Co-operative Stores run by the Company, and the vouchers are Exts. W/35A to F. Shri Ghosh has admitted the genuineness of these documents, and says, that these are credit memos. Ext. W/73 contains the rates given by retail dealers of Jamsar. Ext. W/74 refers to the cost of living index. From the documents it is fairly clear, that there has been an increase in the cost of living. That the workmen's complaint is not an exaggeration, is clear from the admissions and the management's witnesses MW2 and MW11 as referred to. It is quite likely, that their evidence is an under estimate. Thus there is enough evidence on record to establish beyond doubt, that not only has there been an increase in the cost of living generally since wage scales were introduced, but also that the prices at Jamsar are 5 per cent to 10 per cent higher than the prices at Bikaner.

25. Yet another fact to be noticed is, that it is well settled, that the wages must be fixed on an industry-cum-region basis. The workmen's contention is, that, if we take similar undertakings into account, it will be found, that the wage scales prevailing in Bikaner Gypsums Limited are lower. I have already referred to the various charts, Exts. W/72, 76 and 77. Ext. W/91 is a comparative statement showing the grades of pay, as existing at present for monthly rated employees, as compared with those prevailing for corresponding posts in other undertakings. A comparison of these scales will show, that there is need for revision of the existing wage scales in the Bikaner Gypsums Limited.

26. It is however argued on behalf of the management that there are no Gypsum mines in the neighbourhood, and that, therefore, the charts, produced on behalf of the workmen, can have no validity. From the fact, that there are no Gypsum mines in the neighbourhood, the evidence, afforded by the various charts produced by the workmen, cannot be rejected. It is important to note, that the various categories of workmen for whom wage scales are claimed are engaged in similar jobs. In the Sindri Fertilizers there are Chemists, and we find the same categories in the Bikaner Gypsums Limited. There are also Mechanics, Fitters, Drivers, etc. It seems to me, that the charts, produced on behalf of the workmen do afford reasonable basis for comparison. Taking all circumstances into consideration, I find, that the Company has got the financial capacity to pay increased wages, and that such increase in wages is also justified, by reason of the fact of the increase in the cost of living, and that the existing wage scales are less than those prevailing in comparable concerns, for the same or equivalent categories.

27. It is however urged, that certain amenities are being provided by the management. Ext. M/65 is the list of amenities. The amenities are, supply of electricity to quarters, running of a creche, running adult education classes, and giving treatment in the dispensary. Granting, that these amenities are being provided, they cannot detract from the workmen's claim for revision of wages, and wage-scales.

28. The question next is about the wage-scales to be fixed for the several categories of workmen. It is in evidence of Shri Ghosh, that there are minimum qualifications fixed for the several posts. It is the case of the workmen, that some of the occupations are hazardous, and that this also must be borne in mind in fixing wage scales. The Company has attempted to prove, that they are not hazardous at all, and that, if, at any time, there were accidents, they were only due to the negligence of the workmen. Considering all circumstances, and taking into account the wage-scales, prevailing in other comparable concerns, I fix the wage-scales as set out in Annexure 'A', which shall form part of this award.

29. The new grades in Annexure 'A' will come into force on and from 1st April, 1960. By way of adjustment, the following directions are given. (1) All the employees, who have been in continuous services from 1st April, 1950, or earlier, will get two extra increments at the time the revised grade structure comes into force. (2) All those employees, who have been in continuous service with effect from 1st April, 1956, or earlier, will get one extra increment at the time the revised grade structure comes into force.

30. The above adjustment is however subject to the following condition, namely, that the employees, whose services were discontinued due to the strike in 1956, will not get extra increments, mentioned as above.

31. I may here refer to the claim made on behalf of the workmen in their statement for allowance to certain categories of staff. In Ext. W/76 the Union has made the remark, that the clerks of Time Office should be paid Rs. 10 as Watch Allowance. It may be stated, that there is no specific item of reference in this connection. Moreover, there is no evidence on record to prove on behalf of the workmen the justification for this demand. Accordingly, this claim, that the clerks of Time Office be paid Rs. 10 as Watch Allowance, is rejected.

32. The question next is with reference to enhancement of dearness allowance. I have found above, that not only there has been an increase in the cost of living generally but also that the prices at Jamsar are higher by 5 to 10 per cent. In the circumstances, it is necessary to revise the rate of dearness allowance. Ext. M/111 shows, the scale of dearness allowance for employees of Bikaner Gypsums Ltd. It is pointed out on behalf of the management, that there is no specific mention of the amount claimed by way of enhancement of the rate of dearness allowance in the claims filed on behalf of the workmen. However at the time of hearing and arguments Shri Bhasin for the workmen stated, that the dearness allowance must be enhanced by a flat rate of Rs. 10 for all the workmen.

The management have given the financial implication of the rise in the rate of dearness allowance in Exts. M/83 and 84. It is argued, that, even enhancing the rate of dearness allowance by Rs. 5 will mean a great burden on the management. It is also urged, that any increase in the rate of dearness allowance will also have the effect of putting up the demand for increased wages by the contractors' men. That in certain departments of the Mines contractors' men are employed is not disputed. Taking all circumstances into consideration, it seems to me, that the revision of dearness allowance is called for. There will be increase in the rate of dearness allowance, in addition to the existing dearness allowance, at the following rates:—

- (1) All daily rated weekly paid categories—Rs. 5 flat rate.
- (2) All other categories—Rs. 6 flat rate.

The management shall pay the increase in dearness allowance, as indicated above, over and above the existing amount paid by way of dearness allowance, and the said direction shall come into effect on and from the 1st April, 1960.

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33. With reference to the question of Gratuity, it is admitted, that there is a Provident Fund scheme in force. In my opinion, this is not a propitious time for introducing a scheme of Gratuity also. There has been an enhancement in wages, and the wages-scales, and the rate of dearness allowance have also been revised. It will not do to lay the additional burden of Gratuity on the management at this juncture. The workmen must wait for a more suitable time. I find, that the demand for Gratuity cannot be sustained at the present time.

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34. I shall next take up the question of bonus.

35. The claim for bonus is made for two years (1) for the period from 1st April, 1955 to 31st March, 1956, and (2) 1st April, 1958 to 31st March, 1957. The accounting year is from April to the end of March.

36. It is common ground, that the Company paid voluntarily bonus for the two years in question at a rate equivalent to two months' basic wages. The demand now on behalf of the workmen is, for payment of additional bonus. It is claimed, that, for the year 1955-56, four months' basic earnings should be paid as bonus, and that for the year 1956-57 six months' basic wages should be paid as bonus. It is contended by the Union, that there is enough available surplus in both the years, to warrant payment of bonus at the rate demanded by the Union.

37. The first contention raised on behalf of the management is, that the claim for 1955-56 is belated. That a claim for bonus becomes belated and stale in certain circumstances has been decided in a number of authorities. This is clear from the decisions in Kanshi Iron Foundry (1952 LAC 350) Caltex (1952 LAC 402), and Burmah Shell (1954 I LLJ 21). In the Mysore City Hotels Association (1957 I LLJ 282), it was found, that delay of more than 18 months could not be ignored.

38. The contention on behalf of the management is, that the concerned year ended on 31st March, 1956, that the demand made by the Union was long after the close of the year, and that, therefore, the claim for bonus for the year 1955-56 is belated. It is admitted, that bonus at the rate of two months' basic earnings was paid to all the categories of workmen, including daily rated and weekly rated, at the same rate. The evidence of Shri R. C. Shukla, who is the Joint-Secretary of the Gypsum Mine Workers' Union is that in January and February of 1957 the bonus was distributed. However verbal demands for payment of bonus were made after the close of the financial year. No written communication was sent. When the bonus was distributed in January and February, 1957, the Union protested against the same. At that time the previous industrial dispute, in which the award is Ext. M/63, was pending. The management said, that the matter could be discussed later. A written demand was sent in November, 1957. He cannot say, whether all the workmen made a written protest against the grant of bonus in January and February, 1957. The balance-sheet for the year in question is Ext. M/50. It will be seen therefrom, that it is dated 17th October, 1956. The written demand for extra bonus in November, 1957, is within a year from the date of publication of the balance-sheet. The evidence of MW5, Shri O. K. Banerjee, who is the Resident Manager of the Mines, is, that bonus was declared for 1955-56, after the balance-sheets had been approved by the shareholders at a

meeting. The bonus was actually distributed in December, 1956 and January, 1957. It was only in November, 1957, that the Union sent Ext. W/3 demanding additional bonus. A copy of the balance-sheet was supplied to the Union, when they asked for it, Ext. W/2. A letter was received from Shri Vyas, Ext. W/51. There were lists of demands served on the management, Exts. M/52 and 53. What is pertinent to note is, that, by November, 1957, there was a written demand for payment of additional bonus. Even ignoring the evidence on behalf of the workmen, that there were verbal demands prior thereto, it is important to note, that we are dealing with a case for payment of additional bonus, over and above what has already been distributed by the Company voluntarily. If the distribution took place by about January, 1957, the demand was made in November, 1957. I am not able to hold, that the demand for payment of additional bonus for the year is belated in the circumstances of the case. The workmen were entitled to look into the balance-sheet before they put-forward their claim for additional bonus. The balance-sheet shows, that it was approved by the Board of Directors, and finalised only in October, 1956. The time of distribution of the amount of bonus, voluntarily paid by the Company, would be the relevant factor to be taken into account. Taking all circumstances into consideration, I find, that the claim for additional bonus for the year 1955-56 is not belated.

39. The second contention raised before me on behalf of the management is, that the workmen are stopped from claiming any further bonus for the year 1956-57, because of the settlement arrived at with them. Ext. M/63 is the file of printed forms headed "Memorandum of Settlement". It is recited therein, that an advance against expected bonus for the year 1956-57 was made to the workmen, that finally the Board of Directors had declared the bonus to be equivalent to 1/6th of the basic salary, drawn by each of the said employees, during the said year, ended 31st March, 1957, and that the workmen agreed not to raise any dispute of whatever nature, regarding additional bonus for the year in question, and accepted the payment of bonus in full and final settlement of the claim. From the file in Ext. M/93, it can be gathered, that 466 workmen received the amount of two months' basic salary by way of bonus for the year in question. There can be no dispute, that these individual settlements, contained in Ext. M/93, are executed by the several executants thereof. We have got the evidence of Shri Banerjee, MW5, that the Memorandum of Settlement was got signed by each individual. He denies the suggestion, that these were got signed, as a result of coercion by the management. Shri Om Prakash, MW10, who is a Peon in Bikaner Gypsums Ltd., deposes, that he signed Ext. M/72 of his own accord. He understood and signed Ext. M/72. When his attention is drawn to Ext. W/24, he admits, that he has signed it. He however adds, that the statement therein, that his signatures were taken by force, is not correct. He signed Ext. W/24, because he was told, that it was for increase of wages. He denies the suggestion, that he was making a statement before Court, as a result of pressure by the management. He admits, that no Union official was present when his signatures were taken on Ext. M/72. On the evidence on record, there is no doubt at all, that the management obtained various individual documents, namely Ext. M/72 and other printed forms, as contained in Ext. M/93, from the individual workmen, and that the individual workmen executed the same after receiving the amount of bonus.

40. The question however is, whether the workmen are stopped from claiming further bonus by reason of their having executed the documents contained in Ext. M/93. The contention on behalf of the management is, that the workmen cannot claim additional bonus for the years 1955-56, and 1956-57, because the documents executed by the workmen operate as a settlement. Reliance is placed on Section 18 clause (1) to the effect, that the settlement, arrived at by agreement between the employer and workmen, otherwise than in the course of conciliation proceedings, shall be binding on the parties to the agreement. The definition of settlement in Section 2(P) is as follows:—

"Settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement, between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed, and a copy thereof has been sent to the appropriate Government and the conciliation officer". The settlements are to be in form H of the Rules. It will be seen, that the documents, relied upon on behalf of the management, cannot be deemed to be settlements, when there is no satisfactory proof that a copy thereof had been sent to the appropriate Government, and the Conciliation Officer. It is also important to note, that no Union Official had signed these agreements. In the above circumstances, the

various documents in question cannot be deemed to be settlements, as defined in the Industrial Disputes Act.

41. Again, another fact to be noticed is, that there can be no estoppel in the matter of grant of additional bonus. If there is enough available surplus to warrant payment of more bonus than what has been voluntarily distributed by the Company, the workmen's claim for such additional bonus cannot be defeated on the ground of estoppel, by reason of the fact, that the workmen accepted whatever was distributed voluntarily by the Company. It is well settled that payment of bonus depends upon the existence of surplus, after meeting prior charges. It has also been held, that Tribunals should be circumspect in applying legalistic considerations like acquiescence estoppel, etc, in Industrial adjudication, *vide* the observations of the Supreme Court in Guest, Keen, Williams (Private) Ltd. (1959 II LLJ 405).

42. The management have next contended, that the workmen cannot claim additional bonus by reason of Ext. W/6. Ext. W/6 is an agreement dated 29th December, 1957. It is pointed out, that herein also bonus equivalent to 1/6th of the basic earnings was accepted and emphasis is laid on the fact, that this was arrived at after the demand made on 14th November, 1957. It will be seen, that this relates only to village piece rate workers. The same principle, that applies to the other workmen, also will apply to the case of persons, who entered into this agreement, and their claim for additional bonus cannot be shut out, if there is enough available surplus warranting payment of the same. In my opinion, the plea, that on the ground of estoppel, based on Ext. W/6 and the individual documents, executed in Ext. M/93, the workmen's demand for payment of additional bonus for the two years in question, cannot be up-held, is not tenable, and must be overruled.

43. The question next is, whether there is enough available surplus for the two years in question.

44. Taking first the year 1955-56, the balance-sheet is Ext. M/50. The total amount of net profits, shown therein, is Rs. 340198.

45. The contention on behalf of the workmen is, that various items should be added back to the profits. They have relied upon Ext. W/84, as the chart showing the available surplus. Firstly, they have added to the profits an amount of Rs. 4388, the amount shown in the balance-sheet, as having been incurred towards Entertainment and staff tiffin. The contention on behalf of the workmen is, that there can be no justification for this expenditure. I am unable to up-hold the contention on behalf of the workmen. Entertainment is a part of modern business, and no undertaking can thrive without a certain amount of entertainment. It is also contended before me on behalf of the management, that in Calcutta, owing to the existence of certain awards, the staff are entitled to receive a certain amount by way of tiffin allowance. The above contention on behalf of the workmen cannot be supported.

46. Nextly, an amount of Rs. 10353, being the expense incurred for Survey and Prospecting, is sought to be added back to profits. This contention also cannot be sustained. It is important to note, that the concern in question is a Gypsum Mine and Survey and Prospecting have to be undertaken now and again. The contention on behalf of the management is, that the concern in question is a wasting asset, that the limits of mining have been reached at Jamsar, that the Gypsum, that is being mined, is of an inferior grade, that the deposits of Gypsum will be exhausted soon, and that prospecting and survey, are absolutely necessary, so that there may be further possibility of mining the product, without the concern being obliged to close down. In my opinion, this is a legitimate amount of expenditure, and cannot be added back to profits.

47. The third amount is Rs. 10,890, which represents the expense incurred for road maintenance. It is well to remember, that we are dealing with a mine, which is situated in a desert area in Rajasthan. Maintaining of roads is all important in a sandy tract like a desert. The amount, spent towards this item, must be deemed to be legitimate expenditure, and cannot be added back to profits.

48. Nextly, an amount of Rs. 21672 is sought to be added back to profits. This is in respect of the workshop. The evidence on behalf of the workmen does not disclose the existence of any reasonable grounds for disallowing the expenditure, incurred in the workshop. This amount also cannot be disallowed.

50. In the course of examination of the witnesses examined on behalf of the management objections were taken on behalf of the workmen to certain other items also. Firstly, Shri Chatterji, M.W. 3 was asked about the break up of a number of items. The management were directed to furnish the figures in relation to Law Charges (W. 28), advertisement (W. 29), and (W. 30), Mining Expenses (W. 31), Industrial Dispute (W. 32), and Donations (W. 33). The management gave the break up figures in the document referred to. The evidence of Shri Chatterji is that the various items of expenditure had all been checked with reference to vouchers. He denies that the expenditure for advertisement includes any donation. Annual diaries are usually brought out for distribution among customers. The amount of Rs. 250/- relating to Jadopur University is that spent on advertisement in some of the University's publications. He also speaks to the amount spent for advertisement in the publications of the Geological Institute, Aurobindopatra Mandir, Red Cross Society etc. Advertisement is an incident of modern business and it cannot be ignored without peril. No objection can be taken to the amount spent on advertisement.

51. Nextly it is clear from the evidence that there was a strike in the mines. Trucks, Amplifiers, Fooding, Train fare, and recruitment of outside Labour cost money. This expense was due to the emergency of the strike. No objection can be taken to the same. With reference to the amounts spent on Industrial Disputes, the company had to incur expense on various items including fees and travelling expenses of legal advisers. The evidence of Shri Chatterji is that the amount of Rs. 16,536/- is made up of fees and travelling expenses paid to Solicitors and Advocates in connection with the Industrial Disputes. The Item of Rs. 6,249/- represents the expenditure for hire of trucks, Amplifiers etc., in connection with the strike. There was also recruitment of emergency labour on account of the strike. The police had to be sent for at the time of the strike and expenditure had to be incurred there for. There is no doubt that the necessity for the various items of expenditure referred to above has been amply proved and no objection can be taken to the same.

52. Again with reference to travelling expenses the evidence of Shri Chatterji is that this relates to the expense of travelling in connection with the working of mines. Expenses had to be incurred on account of travelling of Managing Agents, General Manager, Mining Superintendent. Also expenses for attending board meetings have been debited. I fail to see how any objection can be taken to the expense incurred for travelling in the course of the company's business.

53. Lastly objection has been raised to donations to Political Parties. The evidence of Shri Chatterji is that the companies' act empowers Directors to distribute some portion of the profits for any purpose that they may think fit. Clause 32 of the Memorandum of Association empowers donation. It is contended by Dr. Anand Parkash on behalf of the management that the matter was referred to the High Court at Rajasthan, and that the High Court allowed the amendment in favour of the management by allowing donations to Political Parties. A copy of the judgment of the High Court is Ex. M. 105. In view of this order of the High Court the objection taken cannot be sustained.

54. It will be seen, that in the Charts Ex. W. 84 showing the available surplus for 1955-56, and Ex. W. 88 for the year 1956-57, the workmen have taken objection to the various items mentioned above and have sought to add them back to profits. This cannot be permitted. That in fact the said expense was incurred has been amply proved on the evidence produced on behalf of the management.

55. However the contention has been raised on behalf of the workmen, that even granting it was necessary to incur expenditure on the above items, such expense as has been incurred is excessive. This contention is untenable. It is not for the workmen to call in question the commercial necessity for the various items of expenditure. It is pertinent to recall in this connection the decision of the Supreme Court in Crompton Parkinson, 1959 (2) L.L.J. 382. It was held by the Supreme Court, that the test of commercial necessity was not provided for in the Industrial Disputes Act, and that in the absence of cogent and compelling evidence leading to the conclusion, that a purported expenditure was sham or had been made with the express object of minimising the profits with a view to deprive the workmen of their bonus, it is no part of the duty of the Industrial Tribunal, to substitute its own judgment as to what was or not commercially justified, in the place of the judgment exercised by the Company and its directors in whom in law, the management of the Company is confided. On the material on record there is cogent and satisfactory evidence, that the expense under the various heads objected to by the workmen in Exs. W. 84 and 88 was

in fact incurred, and that such expenditure is not sham or make believe. It cannot also be held that such expenditure was incurred with a view to depress the profits that may be available for bonus. It is clear from the evidence that the expenditure was in fact incurred, and there was also necessity and justification for the same. I find that the various items above mentioned cannot be taken exception to.

56. Thus taking the year 1955-56 the total amount of profits is Rs. 3,40,198.

57. To this must be added back Rs. 1,48,070 which is the amount of depreciation provided in the accounts. It is not necessary to add back the several other items as shown by the workmen in Exh. W. 84. Thus the total amount which represents the profits for purpose of ascertaining available surplus is Rs. 4,88,268/- as in Ex. M. 43.

58. Next on, the question of prior charges, firstly taking the question of depreciation the total amount deducted by the Company in Ex. M. 43 is Rs. 1,86,558/-. However the workmen have given credit only for an amount of Rs. 1,31,541/- for notional normal depreciation. Ex. W/85 contains the manner in which the workmen have calculated the Notional Normal depreciation. In my opinion this is not correct. The Notional Normal Depreciation is as shown in Ext. M/43, i.e. Rs. 1,86,558. The details of calculation are shown in Ext. M/43A. The evidence of Shri Chatterji is that he prepared the Notional Normal Depreciation Chart as seen from the Books of account and as allowed by the Income-tax authorities. If we take the decision of the Supreme Court in the A.C.C. Case (1959 I LLJ 644) what was taken into account was Notional Normal Depreciation and this was deducted as a prior charge. It is laid down at page 665, that it is the Notional Normal Depreciation that is deducted from the Gross Profits in working out the Formula, and as explained in the case of Surat Electricity Company (1957 II LLJ 648). On behalf of the management reference has been made to Ext. M/108 showing the relevant clauses of the Income-tax Rules with reference to calculation of depreciation. The contention on behalf of the Union that the amount to be allowed for depreciation is only as in their chart Ext. W/84 cannot be accepted. There is some cross-examination of Shri Chatterji in respect of the figures shown by him in the Chart Ext. M/43A but there is no force in the same and it is purposeless. I find that the correct amount is as shown in Ext. M/43A i.e. Rs. 1,86,558/-.

59. Secondly with reference to the question of return on capital, an attempt has been made on behalf of the management to contend, that more than the usual rate of 6 per cent should be granted because the company is mining a wasting asset. I see no sufficient ground for upholding this contention. It is important to note that in the prior Award Ext. M/63 such an argument was put forward, and was disallowed. The return on capital was allowed only at 6 per cent. It is only in exceptional cases like the Tea Industry that the Supreme Court granted return on capital, at 7 per cent. I see no reasonable ground to depart from the general rule of allowing only 6 per cent return on capital. The amount of return on capital at 6 per cent is Rs. 40,469/-. A similar amount has been shown in Ext. W/84 and there can be no objection about the same. I find that the return on capital amounts to Rs. 40,469/-.

60. Thirdly there is the question of return on working capital. In Ext. M/43 the amount of Rs. 2,943/- has been claimed in this behalf. Return has been calculated at 4 per cent. The details are shown in Ext. M/43. No provision is made in Ext. W/84 for return on working capital. According to the evidence of Shri Chatterji, M.W. 3, the present working capital as computed is Rs. 5,03,000/-. This includes machinery replacement reserve Rs. 1,00,000/- and development rebate reserve Rs. 1,62,000/-. The effective working capital is Rs. 1,50,000/-. Shri Chatterji says that the company has not got enough working capital. If the average of two months sales is taken, the working capital should be Rs. 6 to 6½ lakhs. It is clear that return on working capital is an authorised prior charge and I see no objection to allowing the amount claimed in Ext. M/43. Return at 4 per cent is also a normal feature. No objection can be taken to the same. I find that the total amount of return on working capital is Rs. 2,943/-.

61. Fourthly the question is about Income-tax. In Ext. M/43 the amount of Rs. 89,526/- is deducted towards the same. The same amount is deducted in Ext. W/84. Therefore there is no dispute between the parties about the same. I find that towards payment of Income-tax, should be deducted the amount of Rs. 89,526/-.

62. Lastly we come to the question of rehabilitation.

63. With reference to this question there has been serious controversy between the parties. In the Chart Ext. M/43 an amount of Rs. 2,23,811/- is claimed as provision for rehabilitation for Plant and Machinery, and an amount of Rs. 98,886/-, is claimed towards rehabilitation for Buildings. If the amounts as claimed by the management are accepted, there will be deficit, and no case is made out from payment of additional bonus.

64. On behalf of the workmen, the contention is, that nothing at all need be allowed for rehabilitation, and that therefore there is enough available surplus for payment of bonus as claimed. In the charts Ext. W. 78, W. 80, W. 81 and W. 82, it is sought to be shown that nothing need be allowed towards rehabilitation.

65. In support of the contention on behalf of the management, for the year 1955-56, the charts Ext. M/1 to M/7 have been relied upon in respect of Plant and Machinery, and the total amount of Rs. 40,78,880/-, is claimed as being the net cost of rehabilitation. At the outset the objection has been raised on behalf of the workmen, that there is no provision for rehabilitation in the Balance Sheet for either of the two years in question, and that therefore this claim cannot be entertained. There is no force in this contention. The claim for rehabilitation has been recognised by the Supreme Court in the A.C.C. Case cited above and also in other cases. This is a matter to be proved by cogent and satisfactory evidence. From the fact that no provision is made for such a claim in the Balance Sheet it cannot be contended that the management are debarred from putting forward and proving such a claim. In this connection the decision in Textile Workers' Union versus Shri Vikram Cotton Mill (1953 II LLJ 858) is important. Moreover in the decision of the Full Bench laying down the formula for calculation of available surplus, in the Millowners Association Case (1950 LLJ 1247) it will be seen, that the Full Bench of the Labour Appellate Tribunal gave a sum of Rs. 3.19 crores by way of provision for rehabilitation, replacement and modernisation of machinery, although the management had provided in their Balance Sheet only Rs. 1.88 crores. Therefore the matter does not depend merely upon what the management have provided for in the Balance Sheet. The question is one of proof. It is laid down by the Supreme Court in the A.C.C. Case referred to above at page 670, that in dealing with the employers' claim for rehabilitation, Tribunals have always placed the onus of proof on the Employer. He has to prove the price of the Plant and Machinery, its age, the period during which it requires replacement, the cost of replacement, the amount standing in the depreciation and reserve fund, and to what extent the funds at its disposal would meet the cost of replacement. If the employer fails to lead satisfactory evidence on these points Tribunals have on occasions totally rejected the claim for rehabilitation. Therefore it is always a question of proof in each case, and the employers' claim for rehabilitation cannot be thrown out on the mere ground that no provision was made in the Balance Sheet.

66. It then falls to be determined what exactly is the amount of prior charge towards rehabilitation, in 1955-56.

67. Firstly I shall take up the question of Plant and Machinery.

68. It is laid down by the Supreme Court that the claim for rehabilitation covers not only cases of replacement pure and simple, but of rehabilitation and modernization. It is quite conceivable that certain machinery which constitutes a block, may need rehabilitation though the block itself can carry on for a number of years. The process of rehabilitation is a continuous process. It is further laid down, that the claim is confined to rehabilitation, replacement and modernization, but does not include a claim for expansion. If it appears that introduction of modern plant or machine is an item of expansion, the expense therefore will have to be excluded. If on the other hand the employer has to introduce new plant, because the use of the old Plant though capable of giving service was uneconomic and otherwise inexpedient, it may be a case of modernization. Bearing the above Principles in mind it becomes necessary to consider the amount necessary for rehabilitation of Plant and Machinery.

69. On behalf of the management various items of Plant and Machinery and Transport equipment are shown individually in Exts. M/1 to M/7. Thus rehabilitation is claimed item wise. In the A.C.C. case referred to above, the claim for rehabilitation was considered block wise. It is observed at page 668 of the A.C.C. case, that the problem can be considered item wise, where the industry

does not own too many factories, and item wise study of the Plant and Machinery is reasonably possible. If the industry owns several factories and the number of plants and machines is very large, it would be difficult to make a study of the replacement cost item wise in such a case the study is block wise. In either case what the Tribunal has to estimate is the probable cost of replacement of Plant and Machinery at the time when such replacement would become due. It is observed by the Supreme Court as follows:—

"It would be clear that the decision of this question would inevitably depend upon several uncertain factors. The estimate about the probable life of the Plant and Machinery is itself to some extent a matter of guess-work and any anticipation, however, intelligently made about the probable trend of prices during the intervening period would be nothing but a guess. That is how, in the determination of this problem several imponderables face the tribunals."

70. It will be seen that the management have given various items of machinery in Ext. M/I. These charts are said to be based on Ext. M/48 which is the Block Asset Register. The truth and genuineness of Ext. M/48 has been attacked on behalf of the workmen. According to the evidence of Shri K. Dass Gupta MW1, he had the several charts prepared. He inspected the machinery and prepared the charts. The management gave him the several particulars. On behalf of the workmen objection has been taken to the correctness of Ext. M/48. It will be seen that Ext. M/48 shows the Cost Price, and also the years in which the several items are said to have been purchased by the Company. According to the evidence of Shri Dass Gupta MW1, the cost price mentioned in the Chart is that given to him by the management. He did not feel it necessary to call for the vouchers. The original bills for the purchase were not placed before him. He took about 3 or 4 days to prepare the chart. He personally inspected all the items. He inspected the items which were purchased prior to 1956-57. The evidence of Shri S. Dutta Mechanical Engineer MW8 is, that he had occasion to see Ext. M/48 when he had gone to Calcutta. Ext. M/48 was maintained at Calcutta. The evidence of Shri S. Ghosh who is the Acting Mines Manager is that he came to the mines for the first time in 1948. In 1951 he checked the list of machinery. The list of machinery is being maintained from the very beginning. The machinery was checked by him in 1951 with the list then available. It was a hand written list. He cannot remember if it had been signed by any body. With reference to Ext. M/48 he denies the suggestion that it was prepared only when Mr. Dass Gupta visited the mines. Mr. Ghosh says that he saw this register even in July 1958. The entries therein were made by a clerk. He says that he did not check this register with the original list of machinery maintained in the Jamsar Office. On a consideration of the evidence I am not prepared to hold that Ext. M/48 is not true genuine, and that it was got prepared for the purpose of this case at the time when Mr. Das Gupta visited the mine, or that it does not represent a true and correct state of affairs. The original lists of machinery maintained at Jamsar Office have also been produced on behalf of the management namely Ext. M/86 to M/92. There is no need to reject the truth and genuineness of these documents.

71. However on behalf of the Union it has been argued that there are discrepancies in the lists, and that no reliance can be placed upon the charts produced by the management. I am unable to uphold this contention. There is no reason to discard the correctness of the various items of plant and machinery as shown in Ext. M/I to M/7. The evidence of Shri S. Dutta MW8, is that the Murphy Generator was installed by him in 1957. There is no reference to it in Ext. M/8 the chart for 1956-57 because it should come in 1957-58. I find that the various items of Plant and Machinery are as in Ext. M/I to M/8 in both the Bonus years, and that these should be taken into account for the purpose of calculating rehabilitation.

72. The next objection raised on behalf of the Union is, that in dealing with the claim of rehabilitation, all these items of machinery and plant should not be taken into account, that there are certain items of superfluous machinery, and that these should be excluded. Shri Sita Ram Aggarwal WW3 says that he has produced the charts Ext. W65 to 71A, after personal investigation. According to him two Ruston Locos are in excess of requirements. There is not enough work for five Locos. He denies that six Locos will always be working at a time. He lists various items of machinery as being superfluous. In cross-examination he admits that he is not a mechanic. He has no technical qualifications. On the other hand we have the evidence of Shri Dutta the Mechanical Engineer, dealing with the various items referred to in the list filed on behalf of the workmen. He

has been cross-examined at length in regard to various machines, and he has explained how these are in use and necessary. The contention on behalf of the workmen, that the claim for rehabilitation cannot be entertained in respect of all items of machinery shown in Exts. M/1 to M/8, and that some of them are unnecessary and superfluous cannot be entertained. Once again the observation of the Supreme Court about the test of commercial necessity must be borne in mind. It ought to be remembered that mining is a continuous process. The management have to see that despatches to Sindri are regularly maintained, and work has to go on by the clock. It is necessary to have stand by machinery in case of break down, and the work in the mines will suffer if there is any serious interruption.

73. The next contention raised before me is that a number of items do not require replacement, that they can be used indefinitely if properly maintained, and that there is a workshop for manufacture of spares. The evidence on behalf of the management is that very few parts are manufactured in the workshop. Spare parts have to come from Delhi in some cases. The evidence of Shri Dass Gupta is that there are a very few items which can be used for some more years with repairs or replacement of spare parts. He says that certain Air Compressors could have been used for some more years provided spare parts were obtained. But the spare parts are not available in the country. Ingersoll Compressors are imported and are not manufactured in the country. His further evidence is that certain compressors which are petrol driven must be replaced by those which are diesel driven. The Fordson Tractors are driven by petrol and these must be replaced by High Speed Diesel Tractors. These require modernization. He speaks to various items of machinery which cannot be merely repaired but need replacement. Taking all circumstances into consideration it has been abundantly proved by the evidence on behalf of the management that all the various items of machinery mentioned in the Charts Exts. M/1 to M/8 and for which claim is made, require rehabilitation, except where some of these items are shown to be non-existent.

74. The next question to be considered is about the original cost price. It is in evidence that some of the items of machinery were purchased second hand from disposals. There is however no satisfactory evidence to show for how many years they had been in use prior to the purchase by the Company. We have to depend upon Ext. M/48 and the other lists Exts. M/86 to 92 and I have given my reasons for holding that they are true and genuine lists. I find that the cost price must be taken to be as that shown in Exts. M/48 and as incorporated in the lists Exts. M/1 to M/8 filed on behalf of the management, for rehabilitation.

75. Next we have to consider the cost of replacement. In this connection the contention on behalf of the workmen is that the suitable multiplier is only one, and this is what has been shown in their charts. In the decision of the Supreme Court in the A.C.C. Case, it is laid down at page 669, that the decision on the question of the probable cost of rehabilitation is always reached by adopting a suitable multiplier. This multiplier is based upon the ratio between the cost price of the plant and machinery, and the probable price which may have to be paid for its rehabilitation, replacement or modernization. Since there has been a continuous rise in the prices of industrial plant and machinery, the older the plant which needs rehabilitation, the higher is the multiplier.

76. It will be seen that in the chart II set out at page 680 of the A.C.C. Case, for machinery relating to the period 1948-54 the multiplier is taken to be one. In the same way the workmen have taken the multiplier to be one in their chart of rehabilitation, as the machinery in question is from the period 1948 onwards as set out in the management's charts. This contention on behalf of the workmen cannot be supported. In this case we are dealing with the cost of rehabilitation item wise. It was held by the Supreme Court in the Indian Oxygen and Acetylene Company case (1959 II LLJ 540), that itemwise calculations made upon an itemwise study would give more satisfactory results. On behalf of the management a number of documents have been produced to show the cost of replacement. Exts. M/9 to M/34 have been relied upon as giving the various quotations of several companies towards replacement of the several items of machinery and plant. In this connection the observations of the Supreme Court in the A.C.C. Case are pertinent. What the Tribunal has to do in determining such cost is to project the price level into the future, and this can be more satisfactorily be done if the price level which has to be projected into the future is determined not only in the light of the prices prevailing during the bonus years but also in the light of subsequent price levels. The price level during the bonus year would no doubt be admissible but that alone should not be taken as the basis for decision.

In the decision in the Indian Oxygen and Acetylene Company referred to above, it was held that it was in expedient to confine the relevant decision of the Tribunal solely to the price level prevailing in the bonus years. It is important to note, that in determining the probable cost of replacement, the claim for rehabilitation covers not only the cost of replacement pure and simple, but of rehabilitation and modernization. It is in the light of the circumstances mentioned above, that we must take into account, the cost of replacement as appearing in the Charts filed on behalf of the management in Exts. M/I to M/8. These are based, according to the evidence of Shri Dass Gupta, on the quotation as found in the documents Exts. M/9 to M/34. His evidence is that the quotations in columns 7 were got from the management partly, and partly from the quotations available with him and his office. Exts. M/9 to M/23 were supplied by the management. Exts. M/24 to M/34 are the quotations available with him in this office. They are attested by the Assistant Engineer and are prepared from the original quotations in his Office. It may be remarked that Shri Dass Gupta is an Engineer in the service of the Rajasthan Government. It has been brought out in Cross-examination that he was not summoned to give evidence. He was brought by the management. He says that he was permitted by the Rajasthan Government to give evidence in this case. He received Rs. 1,600 from Bikaner Gypsums. He has to pay 1/3rd of this to Government. Cross-examination has been directed to show that the charts were prepared by Mr. Chatterji Auditor, and that Mr. Dass Gupta, merely signed them. Mr. Dass Gupta denies the suggestion. MW1 deposes that he is an Engineering Graduate in Mechanical Engineering, and that he had training in the United Kingdom in Agricultural Engineering. He worked in Nangal Dam Project, and with the Central Water and Power Commission, and as Drilling Instructor for the Ministry of Food and Agriculture. He visited Jamsar four times and examined every item of machinery. He had quoted the prices of machinery available in the country. Air Compressors, U. D. Engine, Tractors, Trailers, Motor Cars, Generators, Electric Wire, Lathe, Grinding Machines, Drilling Machines, Saw Bench, Workshop Tools, Shaping Machines, Tipping Tubs, Tram Lines are all manufactured in the Country now. The prices which he has quoted are those prevalent in the current year and in the previous year. In 1955 the rates were lower. Now the prices are higher by two or three times the prices of 1955. In 1957 the conditions changed and the prices went up by 50 to 100 per cent. Taking the evidence as a whole, I see no sufficient ground for rejecting the evidence on behalf of the management in the matter of the prices quoted in column 7 of the charts. These are in accordance with the quotations. The fact that Shri Dass Gupta has admitted that the prices in 1955 and 1956 were lower cannot help the workmen. I have already referred to the observations of the Supreme Court that in the matter of calculating the cost, the price level in the bonus year alone should not be taken into consideration, and that on the contrary the question has to be determined in the light of subsequent price levels also. It is pertinent to note that on the workmen's side there is no satisfactory evidence about prices and they have contended themselves only by showing the multiplier as one in their charts. On a consideration of all circumstances and the evidence on record, I find that the cost of replacement as shown in column 7 of the management's charts should be taken into account, and that it is correct.

77. The question next is about the divisor. The total amount required for replacement has to be divided by a suitable divisor. This has to be decided by reaching a fair conclusion on the evidence about the probable future life of the machinery.

78. On behalf of the workmen the estimated future life of the machinery as given in column 5 of Ext. M/I to M/8 has been criticised. It is urged that Mr. Dass Gupta is highly interested in the management, and that the estimate as given by him must be rejected. The contention on behalf of the workmen, is, that in the A.C.C. Case referred to above, the probable life of the machinery was admitted on behalf of the management to be 25 years if properly maintained. (Vide page 674). The contention on behalf of the management by Dr. Prakash is, that the A.C.C. Case related to a Cement Plant, and that the probable life of the machinery in the Gypsum Mines cannot be taken to be 25 years. It will be seen that in the A.C.C. Case reference was made to various items of machinery, like gear boxes, motors and power plant used in Cement Factory. Even bearing the distinction in mind, it cannot be denied that certain items of machinery in use in Bikaner Gypsums Limited are also in use, in Cement Plants, or in other plants. In my opinion the estimated future life as given in column 5 of the management's charts cannot be accepted, and I am not able to uphold the contention on behalf of the management that the life of the machinery was not more than 12 years and in some cases even as low as six or seven years. The evidence of Shri Dass Gupta, is that he had given the estimate of future life of the

machinery from his experience. From a mere look at the machinery he can say roughly the future life of the machine provided he knows all the factors. It was not possible for him to open up all the machines. The estimate of future life given by Shri Dass Gupta does not carry conviction, and it seems to be an under estimate. The contention of Shri Bhasin on behalf of the workmen is that the life of the machinery cannot be anything less than 26 years, as was adopted in the A.C.C. Case. However it seems to me that the estimate as contended for by the workmen cannot be accepted on the facts of this case. It is important to remember that the work in the Gypsum mines or a considerable part of it goes on in the open. The machinery, except that which is situate in a building, is exposed to the weather. The local conditions have to be taken into account. We must bear in mind the extreme climatic conditions in the Rajasthan desert in which the mines are situated. It is in evidence that the temperature goes to "0" C in winter and about "120" degrees F. in summer. The salinity of the water, and the existence of other impurities which result in incrustation of the cooling system is a relevant factor to be taken into consideration. There are sand storms in the desert. Sand particles get into the moving parts and other components of the machine. These conditions have to be borne in mind as having a bearing on the life of the machinery. Bearing all these considerations in mind the probable life of machinery can be estimated to be about 15 years.

79. In this connection the management have relied upon certain observations in "Introduction to Excavating Practice" by A. H. Wade. Attention is drawn to the observations at page 66 and 67 as showing that the economic life of the shovels and drag lines, is only 5 to 8 years and 5 to 12 years respectively. It has been argued on behalf of the management, that in the mines also, a lot of excavating work goes on, that dumpers and shovels have to be used, and that the life of the machinery as estimated in the charts of Shri Dass Gupta should not be rejected. I am unable to accept this contention. In the same book it is observed at page 78, that the average useful or economic life suggestions do not represent the actual useful life. It is pointed out at page 79(120B) that a quarry shovel which was set to work in a Granite quarry in 1931, was still working regularly in 1955 in spite of the brutal nature of the work in the quarry. We may also recall the observations in the report of the Rajasthan Government Ext. W/95, that the Gypsum in the mines was only a few feet below the surface. The contention on behalf of the management that the probable life of the machinery cannot be estimated to be more than what is stated in column 5 of the charts cannot be accepted.

80. The next contention on behalf of the management is that in the case of motor vehicles the life cannot be estimated to be 15 years and that it cannot be more than 4 or 5 years as shown in the chart. This again seems to be an under estimate. Even in Ext. M/5 the life of a Vauxhall Car has been shown to be 8 years. It seems to me that normally 10 years may be taken as the life of motor vehicles subject to adjustment in case of old vehicles.

81. It may be stated in this connection, that according to the evidence, some items of machinery are second hand and that they were purchased from disposals. There is no satisfactory evidence to prove conclusively for how many years they had been in use prior to such purchase. We have to take only the figures in column 4 for arriving at the divisor. I find on a consideration of the entire evidence, that, the cost of replacement should be taken to be the figure as set out in column 7 of Exts. M/I to M/8, that the life of machinery, should, subject to exceptions in the case of motor cars and jeep, and motor cycle, on an average, be taken to be 15 years, and the divisor must be derived by deducting from this figure the years of use as set out in column 4.

82. The question next is about the amount necessary for rehabilitation and modernization of Plant during the year 1955-56. In the light of the above finding, the actual details are worked out in the Chart shown as Annexures 'B'. Therefrom it can be seen that with reference to the machinery contained in Ext. M/I the total amount required is Rs. 22,718.

83. So far as Ext. M/2 is concerned the amount necessary is Rs. 45,457.

84. So far as items in Ext. M/3 are concerned the amount necessary is Rs. 36,314.

85. So far as items in Ext. M/4 are concerned the total amount required is Rs. 57,065.

86. With reference to Motor Vehicles in Ext. M/5 the total amount necessary is Rs. 5,303.

87. With reference to Ext. M/6 the amount necessary is Rs. 10,193.

88. Those in Ext. M/7 require Rs. 5,141.

89. Thus the total amount for replacement of various items of plant and machinery in the year 1955-56 is Rs. 1,82,191.

90. From the amount ascertained as above should be deducted the depreciation and general liquid reserves available to the employer. The reserves which have already been reasonably earmarked for specific purposes of the industry are not taken into account. Lastly the rehabilitation amount which may have been allowed in previous years also would have to be deducted.

91. Firstly taking the question of reserves in the chart filed on behalf of the management an amount of Rs. 40,000 has been deducted for the year 1955-56. But this is based upon the life as estimated on their behalf. The evidence of Shri Chatterji, MW3 is, that the machinery replacement reserves is Rs. 1,00,000 and development rebate reserve is Rs. 1,62,000. The management has contended that for the year 1955-56 the reserve to be taken into account would be about Rs. 22,000. Thus from the amount of Rs. 1,82,191 should be deducted Rs. 22,000. The balance left is Rs. 1,60,191. From this must be deducted the depreciation. In the A.C.C. Case referred to above the total cost of replacement of a block was taken to be Rs. 216.10 and out of this was deducted depreciation of Rs. 100.22. Thus the provision for rehabilitation was taken to be Rs. 115.88. In the management's chart Ext. M/43 an amount of Rs. 1,44,077, has been claimed and deducted from the amount shown as necessary for rehabilitation. Thus deducting this amount from Rs. 1,60,191, we get Rs. 16,114. This is the amount that should be set apart for rehabilitation of plant and machinery in 1955-56, and not the amount of Rs. 2,23,811 as claimed by the management.

92. The question next is with reference to the buildings.

93. For the year 1955-56 we have a chart Ext. M/36, filed on behalf of the management.

94. Objection has been taken on behalf of the workmen to the original cost in column 5 and the cost of replacement of the building. It is urged that the rates have been exaggerated. Certain rates as contained in Ext. W/26 have been produced. We have the evidence of MW2 Shri Rattan Singh in this connection. He was formerly working in the House-hold department under the Maharaj of Bikaner from 1936 to 1950. He prepared the statement Ext. M/36 to M/38 in relation to the Buildings. He is working in Bikaner Gypsums from November 1951. From 1951 the constructions were put up under his supervision and he knows them. Regarding the price of building materials, he obtained them from the records of the company and he has verified them. His further evidence is that there had been an increase in the price of building material in 1959 by about 50 per cent over the previous prices. So far as labour costs are concerned formerly they used to pay Re. 1 per day to a mazdoor but now they have got to pay Rs. 2 to Rs. 2/8-. The P.W.D. rates are much higher by about 150 to 160 per cent in 1959 as compared with the rates in 1953. In cross-examination it has been elicited that the constructions of the Company are got constructed on contract by the contractors Beant Singh and Qamaruddin who constructed in all about 27 buildings. He supervised the construction work. MW9 is Beant Singh who is doing construction work for the Company. He is constructing quarters and huts. He produced Exts. M/71 as containing old rates and Ext. M/71A as containing the new rates.

95. From the evidence taken as a whole there is no sufficient reason established to discard the figures in columns 5 and 8 in the charts filed on behalf of the management. They appear to be a fair estimate, and are adopted.

96. The question next is with reference to the divisor. The contention on behalf of the workmen is, that the estimate of life as shown in the charts filed on behalf of the management in column 7 is a deliberate under estimate and cannot be accepted. According to the evidence of Shri Rattan Singh none of the buildings in the list can be classed as I Class. He described the Dak Bungalow in which he was giving evidence as a I Class Building, and said that if properly maintained it may exist for another 40 years. He next states that the life of a II Class Building is 15 to 20 years. If proper care is taken and repairs are done, they can be maintained upto 30 years. He next states that a III Class building lasts from 5 to 10 years at the highest. The third class buildings are those made of Gypsum hollow blocks or kacha bricks, and these are only temporary constructions. This witness however admits that in the chart the life of a kacha

building is shown to be 13 years. This is because of good maintenance. If a kacha building is properly maintained its life may be continued for two or three years not more. A building put up with pucca bricks will have double the life of a building with kacha bricks. When this witness's attention is drawn to the chart M/36 and M/37 he admits, that he has shown the same life for building with kacha bricks and pucca bricks. He admits that item No. 9 in Ext. M/36 was demolished in 1958, but it is not shown as demolished. It is obvious that the cost thereof cannot be taken into account in calculating rehabilitation costs.

97. From the evidence of Shri Rattan Singh referred to above, it is clear that the estimated future life of buildings as shown in the Management's chart for the purpose of arriving at a divisor, is incorrect and cannot be accepted. On his own showing a First Class building may last for more than 40 years. A second class building means a building with Cement blocks and according to his evidence it may last 30 years, if proper care is taken and repairs are done. Even a third class building with kacha bricks has been shown to have a life of 13 years in the chart. If we take into account the evidence of Shri Rattan Singh, its life may be continued for two or three years more with proper maintenance. It is not the management's case that attention is not being bestowed by them on proper maintenance of the buildings. It is also important to note that when his attention was drawn to Ext. W/27, Shri Rattan Singh stated that the first item therein has a life of 10 and the second about 20 years. A life of 13 years is given to item I of Ext. M/36, though the latter is a more substantial construction. Even on the evidence of Shri Rattan Singh it is clear that the life of a first class building with pucca bricks, is not less than 40 years, of a second class building, not less than 30 years and a third class building not less than 15 years.

98. However attention has been drawn on behalf of the management to the decision in the A.C.C. Case and it is urged that only 30 years were taken to be the average life of the building. It is also pointed out, that we have to deal with the extreme climatic conditions in the desert area. In my opinion some due provision may be made for local conditions. I find that for first class buildings the probable life should be estimated to be 30 years, for second class building 25 years, and for a third class building 15 years.

99. The question next is about the classification of the various buildings. On the description as given by Shri Rattan Singh, item 17 Workshop, item 18 Dumper Shed, and item 31 Field Office in Ext. M/36, which are built with pucca bricks and masonry should be classed as first class buildings. The details as to the cost of rehabilitation are found in the Annexure C. The total cost of replacement for 1955-56, of the above items is Rs. 1,982.

100. Nextly taking the second class buildings items 5, 6, 7, 8, 10, 11, 12, 16, 19, 20, 21, 22, 23, 24, 25, 27, 29 and 30 can be classed as second class buildings. The detailed calculation for purpose of rehabilitation is shown in Annexure C. The total amount necessary for rehabilitation of second class buildings is Rs. 11,003.

101. Next we come to the third class buildings. Items 1, 2, 3, 4, 13, 14, 15, 26 and 28, may be classed as third class buildings. The total amount necessary for replacing these buildings is found as calculated in Annexure C. The total amount necessary for replacing these buildings is found as calculated in Annexure C. The total amount required is Rs. 19086.

102. Thus the total amount required is Rs. 32,071, for 1955-56.

103. From this must be deducted the depreciation shown as Rs. 25,324. The balance that is required for rehabilitation of buildings in 1955-56 is Rs. 6,747.

104. Thus the total amount required for rehabilitation of Buildings and machinery for the year 1955-56 is Rs. 22,861.

105. The question next is with reference to the year 1956-57.

106. So far as Plant and Machinery are concerned we have the Ext. M/8. In this connection the same life of 15 years may be adopted and the cost of replacement is as in column 7. On this basis the total amount necessary for replacement of machinery in regard to this year is 20,311 as in chart D. Adding to this 1,82,191 the amount necessary for 1955-56 the total amount is Rs. 2,02,502. 8. From this must be deducted the reserve and the same amount of Rs. 22,000 may be taken into account. The balance is Rs. 1,80,502.

107. From the above should be deducted the amount of depreciation. In Ext. M/44 the amount deducted under this head is Rs. 1,72,023. Thus the net amount required for rehabilitation of machinery for this year is Rs. 8,479.

108. Taking next the question of buildings Ext. M/37 is relevant. The life that is given there is an under estimate. The net cost of replacement as shown in column 11 may be taken into account. The buildings therein shown as items 3 and 4 must be classed as first class buildings. The total amount necessary for replacement with an average life of 30 years is Rs. 1,035, as shown in Annexure 'E'.

109. The items 1 and 2 in Ext. M/37 may be classed as second class buildings. The total amount necessary for replacement as in Annexure 'E' is Rs. 1,393.

110. Thus the total cost of replacement of buildings in 1956-57 is Rs. 2,428. Adding to this the amount of Rs. 32,071, the amount shown for the year 1955-56, the total is Rs. 34,499. From this must be deducted the depreciation of Rs. 28,851, as shown in Ext. M/44. Thus the net cost of rehabilitation of buildings in 1956-57 is Rs. 5,648.

111. On the above basis, the amount necessary for rehabilitation of both machinery and buildings in 1955-56 is Rs. 8,479—Rs. 5,648, total Rs. 14,127.

112. On the basis of my findings above, the Chart, showing the available surplus for 1955-56, is as follows:—

Profit	3,40,198
Add back depreciation	1,48,070
<hr/>	
	4,88,268

Deduct Prior Charges :

(1) Depreciation	1,86,558
(2) Bihar Sales-tax determined in 1957-58	26,729
(3) Return on capital	40,469
(4) Return on working capital at 4%	2,943
(5) Income-tax	89,526
(6) Rehabilitation	22,861
	<hr/>
	3,69,086

Available surplus (Rs. 4,88,268—Rs. 3,69,086) :

Less bonus paid	49,338
<hr/>	
Balance	69,844

113. For the year 1956-57, the chart is as follows:—

Profit	3,69,586
Add back depreciation	2,15,331
<hr/>	
	5,84,917

Deduct prior Charges :

(1) Depreciation	2,22,350
(2) Return on Capital	53,412
(3) Return on working capital	5,791
(4) Income-tax	1,21,567
(5) Wealth Tax	5,443
(6) Rehabilitation	14,572
	<hr/>
	4,23,735

Available Surplus (Rs. 5,84,917—Rs. 4,23,735) :

Less bonus paid	57,483
<hr/>	
Balance	1,03,699

113A. It will be seen from the above Charts, that there is available surplus in both the years in question. It is laid down by the Supreme Court in the A.C.C. case, cited above, that, from out of the available surplus, three parties are entitled to claim a share. The labour claims bonus from it. The industry claims a share

for the purpose of its expansion, and other needs, and share-holders claim a share by way of additional return on the capital invested by them. It was held, that there is no general rule as to the ratio or proportion in which the available surplus should be distributed, and that the said ratio of distribution would depend upon several facts, and a fair and just amount by way of bonus should be directed to be paid.

114. According to the Union, the total monthly basic wage for all units of labour, excluding officers, is about Rs. 24,000. The management have stated in Ext. M/104, that the monthly basic wage for all units of the Company, excluding officers, for the year 1956-57, works out about Rs. 25,781. Ext. M/69 shows the amount of bonus, that was paid to the officers in each of the two years. In 1955-56 the total amount paid is Rs. 6,522, and in 1956-57 Rs. 8,823. Roughly speaking the monthly basic wage for all the workmen of the Company is about Rs. 26,000. On the facts established, it seems to me to be fair and just to award one month's basic wages by way of additional bonus in each of the two years in question. There is enough available surplus to warrant payment of the same. I find, that each of the workmen of the Bikaner Gypsums Ltd. shall be paid 1/12th of his basic earnings, during the year 1955-56, and at the same rate in 1956-57, by way of bonus for the two years in question, in addition to the bonus already distributed.

115. In the result, an award is passed as follows:—

(i) The management of Bikaner Gypsums Limited shall pay, towards additional bonus, to each of the workmen of the said Company, 1/12th of his basic earnings, in the year, 1st April 1955 to 31st March, 1956; and also at a like rate for the year, 1st April 1956 to 31st March, 1957.

(ii) The management of Bikaner Gypsums Limited, shall have the grades and scales of pay, as shown in Annexure 'A', and these will come into force on and from 1st April, 1960, and according to the further directions as contained in Paragraphs 29 and 30.

(iii) The management of Bikaner Gypsums Limited shall pay Dearness Allowance, as directed in Paragraph 32, and the new rates of Dearness Allowance shall become applicable and be in force and become effective on and from 1st April, 1960.

(iv) The demand, for introduction of a Gratuity scheme for the workmen, is rejected.

(v) There will be no order as to costs.

(Sixty pages).

19th March, 1960.

E. KRISHNA MURTI,

Central Government Industrial Tribunal, Delhi.

ANNEXURE "A"

S. No.	Category	Existing Scale	Revised Scale
1.	Chemist and Q. Foreman	160—10—180—15—300	215—15—275 EB—20— 365.
2.	Chemist (Sampier)	Do.	160—15—325.
3.	Loading Foreman, Store-Keeper, Asstt. Chemist, Asstt. Accountant, Asstt. Purcher,	80—10—130—10—180	120—10—190—EB—10— 220.
4.	Asstt. Foreman (Quarry, Electrical, Mechanical, Drilling), Cashier.	Do.	100—10—150—ER—12½— 200. 200.
5.	Sub-Overseer, Lady Health Visitor, Draughtsmen, Senior Clerk and Steno, (Junior)	60—5—85—EB—7—120.	70—5—90—7—125.
6.	Clerks	60—5—85—EB—7—120.	70—5—90—7—125.
7.	Compounder, Mid-wife	Do.	70—5—90—7—125.
8.	Shovel Operator	125—7½—7½—10— 150—10—250.	150—10—270.

S. No.	Category	Existing Scale	Revised Scale
9.	Bulldozers Scraper Operators	80—7½—11 7½—7½—155.	100—10—150—EB—10—200.
10.	Dumper Drivers	1/12—1/2—1/3—1/3 Pd.	55—5—95.
11.	Loco-Drivers, Drillers, Compressor Attendant.	1/6—1/2—1/2—.	55—5—75.
12.	Diesel Mechanic, Mistri Lathe, Electrician.	3/14—1/4—1/5—6/8 Pd.	115—10—205.
13.	Turner 'A', Welder 'A' Fitter 'A' Wireman 'A', Blacksmith 'A', Switch-board, Attendant 'A'.	2/2—1/3—3/11 Pd.	70—5—90—EB—5—115.
14.	Supervisor.	2/2—4/- Pd.	75—5—95—EB—5—120.
15.	Carpenter and Masons Sampler & Shot-firers.	1/14—3/2 Pd.	60—5—100.
16.	Turner 'B', Welder 'B', Fitter 'B', Wireman 'B', Switchboard Attd. 'B'	1/8—1/2.	45—4—81.
17.	Chowkidars, Khalasi (Lab.)	1/2—1/12. 1—1/2.	35—2½—55.
18.	Helper, Peons, Halwai, Pointman, Gardner Dispensary Attd.	1/2—1/7—, 1/2—1/12—, Do. 1— 1/2.	32—2—52.
19.	Head Chowkidar	40—2—50—2—60.	45—2½—70.
20.	Sweepers. Sweepresses	1/1—1/3 Pd. 1/13—1/15— Pd.	30—2—50. 28—2—48.
21.	Mate	1/4—1/1—1/14.	40—2 1/2—60.
22.	Head Time-keeper	80—10—130—EB—10—180.	100—10—150—EB—12½—200.
23.	Incharge Watch and Ward	60—5—95—EB—7—120.	70—5—90—EB—7—125.
24.	Overseer, L.W.C. Electrical and Mechanical foreman.	160—10—180—15—225—EB—15—300.	215—15—275—EB—20—375.
25.	P.W. Inspector	70—7/8—107/8—EB—7/8—7/8—145.	80—10—130—EB—10—180.

BIKANER GYPSUMS LTD.

Rehabilitation Chart for 1955-56

I. Plant and Machinery—"A"

Serial No.	Particulars	Year of installations	No. of years in use in this mines upto 1955-56	Estimated future life on basis of 15 years	Cost Price	Quotations for replacement or estimated cost thereof (items marked* are estimates)	Less 5% breakdown value on cost	Net Cost of rehabilitation (7-8)	Divisor	Annual cost of rehabilitation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Motor Scythe.	1948-49	8	7	2,154	*4,500	108	4,392	7	627
2	Air Compressor-Chicago Pneumatic 160 CFM	1949-50	7	8	23,549	45,000	1,177	43,823	8	5,478
3	Demolition Tools—7 Nos.	1949-50	7	8	998	8,680	50	8,630	8	1,079
4	Screening Machine with UD-9 Engine	1952-53	4	11	4,021	25,000	201	24,799	11	2,255
5	Air Compressor—CPT 105 cfm.	1952-53	4	11	8,506	25,000	425	24,575	11	2,234
6	Spraying Machine.	1953-54	3	12	3,066	6,600	153	6,447	12	537
7	Air Compressor-Ingersol Rand 105 cfm.	1953-54	3	12	9,180	25,000	459	24,541	12	2,055
8	Air Compressor-Small	1953-54	3	12	825	5,307	41	5,266	12	439
9	UD-6 Engine	1953-54	3	12	9,040	14,070	452	13,618	12	1,135
10	Air Compressor—Southern Gross 105 cfm.	1954-55	2	13	16,304	25,000	815	24,185	13	1,860
11	UD-9 Engine	1954-55	2	Sold	5,502	..	..	..	Sold	..
12	Victor Coal Drill	1955-56	1	Sold	4,139	..	..	..	Sold	..
13	Dies and Tap Sets	1955-56	1	14	342	660	17	643	14	46
14	Stone Crusher	1955-56	1	14	1,500	*4,000	75	3,925	14	280
15	UD-18 Engine	1955-56	1	14	5,5773	28,750	1,27,89	27,461	14	1,962
16	Air Compressor—Ingersol Rand 105 cfm.	1955-56	1	14	9,227	25,000	461	24,539	14	1,753
17	UD-6 Engine	1955-56	1	14	4,856	14,070	243	13,827	14	988
						1,28,982		2,50,671		28,718

TABLE II

BIKANER GYPSUMS LTD.,
Rehabilitation Chart for 1955-56

ANNEXURE "B"

II. *Earth moving Equipment—“B”*

Serial No.	Particulars	Year of installation	No. of years in use in this mines upto 1955-56	Estimated future life on basis of 15 years life	Cost Price	Quotations for replacement or estimated cost thereof (Items Marked* are estimates) Rs.	Less %, breakdown value on cost	Net Cost of rehabilitation (7-8)	Divisor	Annual cost of rehabilitation	
1	2	3	4	5	6	7	8	9	10	11	
1	D-7 Tractor with Bull Dozer	1952-53	4	11	31,660	1,61,860	1,583	1,60,277	11	14,571	
2	TD-18 Tractor with Bull Dozer	1953-54	3	13	27,003	1,31,360	1,350	1,30,010	12	10,833	
3	D-6 Tractor with Bull Dozer	1954-55	2	13	43,686	1,61,860	2,184	1,59,676	13	12,283	
4	Bull Dozer	1955-56	1	14	1,854	18,890	93	18,797	14	1,343	
5	Caryall Scraper 6 cu. yd.	1955-56	1	14	10,520	90,500	526	89,974	14	6,427	
						1,14,723		5,58,734		45,457	
<hr/>											
III. Tramways & Equipment—“C”.											
1	Tipping Tubs 216 Nos.	1949-50, 1952-53, 1953-54, 1955-56.	7, (Average) 3		86,646	1,49,562	4,332	1,45,230	12	12,103	
2	Tram Line	1950-51 to 1955-56	4 (Average)	19	92,448*	1,05,600	4,622	1,00,978	19	5,315	
3	Simplex loco										
	A.	1950-51	6	9	14,220	23,650	711	22,939	9	2,549	
	B.	1951-52	5	10	9,895	23,650	494	23,156	10	2,316	
	C.	1952-53	4	11	3,759	23,650	23,187	23,463	11	2,133	
4	Ruston loco 4 Nos.	1952-53	4	11	42,585	96,000	2,129	93,871	11	8,534	
5	Trestle Bridge	1953-54	3	12	6,160	9,000	308	8,692	12	725	
6	Ruston loco	1955-56	1	14	31,127	38,500	1,556	36,944	14	2,639	
						2,86,841		4,55,273		36,314	

BIKANER GYPSUMS LTD.

Rehabilitation Chart for 1955-56

Transport Vehicles etc. "D"

Serial No.	Particulars	Year of installation	No. of years in use in this mines upto 1956-57	Estimated future life on basis of 15 years	Cost Price	Quotations for replacement or estimated cost thereof (Items marked* are estimates)	Less breakdown value on Cost	5% of Cost	Net Cost of Rehabilitation (7-8)	Divisor	Annual Cost of rehabilitation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
					Rs.	Rs.	Rs.	Rs.			Rs.
1	Trailors miscellaneous 7 Nos.	1948-49	8	7	7,779	33,880	389	33,491	7	4,784	
2	Fordson Tractors 2 Nos.	1952-53	4	11	6,241	30,000	312	29,688	11	2,699	
3	Trailors for above 2 Nos..	1952-53	4	11	5,287	7,986	264	7,722	11	702	
4	Trailors for Fordson Tractors—2 Nos	1953-54	3	12	5,310	7,986	265	7,721	12	644	
5	Fordson Tractors —2 Nos.	1953-54	3	12	5,182	*30,000	259	29,741	12	2,479	
6	M.H. Dumpers —3 Nos.	1953-54	3	12	8,435	3,38,887	422	3,38,074	12	28,173	
7	M.H. Dumpers—4 Nos..	1954-55			7,827		391				
8	Humber Station Wagon	1954-55	2	8	4,930	*20,100	246	19,854	8	2,482	
9	A. B. Dumpers 3 cu. yd. 6 Nos.	1955-56	1	14	1,66,440	2,19,750	8,322	2,11,428	14	15,102	
					2,17,431			6,77,719			57,065

TABLE V

ANNEXURE "B"

BIKANER GYPSUMS LTD.

Rehabilitation Chart for 1955-56

V. Motor Car—“E”.

Serial No.	Particulars	Year of Installation	No. of years in use in this mines upto 1955-56	Estimated future life on basis of 15 years life	Cost Price	Quotations for replacement or estimated cost there of (Items Marked* are estimates)	Less 5 % breakdown value on cost	Net Cost of rehabili-tation (7-8)	Divisor	Annual Cost of rehabilita-tion
		1	2	3	4	5	6	7	8	9
					Rs.	Rs.	Rs.	Rs.		Rs.
1 Standard Car	1948-49	8 Sold dur-ing 1956-57	..	..	No allowance for Rehabili-tation claimed	
2 Vauxhall Car	1951-52	5	..	..	Do.	..
3 Chevrolet Car	1952-53	4	4	9,019	14,000	451 13,549
4 Jeep	1955-56	I	9	4,184	*13,800	209 13,591
5 Motor Cycle	1955-56	I	9	3,046	*4,000	152 3,848
							16,249		30,988	5,303

ANNEXURE "B"

TABLE VI

BIKANER GYPSUMS LTD.

Rehabilitation Chart for 1955-56

VI. Power transmission and Generating Sets (including electric installations)—"F"

Serial No.	Particulars	Year of Installation	No. of years in use in this mines upto 1955-56	Estimated future life on basis of 15 years life	Cost Price	Quotations for replacement or estimated cost there of (Items marked* are estimates)	Loss 5% break-down value on cost	Net Cost of rehabilitation (7-8)	Diviser	Annual Cost of rehabilitation
1	2	3	4	5	6	7	8	9	10	11
					Rs.	Rs.	Rs.	Rs.		Rs.
1	Electric Motor with Generator 15 KW with D.C. 100/160 Volt 60 amp. D.C.	1952-53	4	11	537	7,221	27	7,194	11	654
2	Lister Generator 15 KWT 2 Nos.	1952-53	4	11	10,783	34,000*	539	33,461	11	3,042
3	Buda Generating Set—1 No.	1954-55	2	13	13,935	24,055*	697	23,358	13	1,797
4	Do. —1 No.	1955-56	7	14	9,192	24,055*	459	23,596	14	1,685
5	D.C. Generator 1.5 KW—2 Nos.	1952-53	4	11	1,212	1,727	61	1,666	11	151
6	A. C. Generator 1.25 KW—2 Nos.	1952-53	4	11	1,409	2,387	70	2,317	11	211
7	Electric Installation—4 miles	1952-53 1953-54 1955-56	3	23	41,561	62,500*	2,078	60,422	23	2,627
8	Transformer—2 KVA	1955-56	1	14	317	375	16	359	14	26
					78,946			1,52,373		10,193

ANNEXURE "B"

TABLE VII

VII. Workshop Machinery—“G”

BIKANERS GYPSUM LTD.

Rehabilitation for 1955-56

Serial No.	Particulars	Year of Installation	No. of years in use in this mines upto 1955-56	Estimated future life on basis of 15 years	Cost Price	Quotations for replacement or estimated cost thereof (Items marked* are estimates)	Less 5% breakdown value	Net Cost of rehabilitation on Cost	Divisor	Annual Cost of rehabilitation
1	2	3	4	5	6	7	8	9	10	11
					Rs.	Rs.	Rs.	Rs.		Rs.
1	Lathe—5 Nos.	1952-53	4	11	6,183	30,556	309	30,247	11	2,750
2	Valve Relacing Machine	1955-56	1	14	1,577	1,661	78	1,583	14	113
3	Arc Welding Set 300 A. C.	1954-55	2	13	2,604	3,025	130	2,895	13	223
4	Grinding Machine (Pneumatic)	1955-56	1	14	285	*750	14	736	14	53
5	Electric Motor with Starter 15 H.P. Power 440 Volt.	1955-56	1	..	3,690	1,650	..	..	..	..
6	Circular Saw Bench	1952-53	4	11	758	4,400	37	4,363	11	397
7	Drilling Machine	1952-53	4	11	464	2,250	23	2,227	11	202
8	Double Edge Grinder	1952-53	4	11	86	1,815	4	1,811	11	165
9	Hack Saw Machine	1952-53	4	11	149	1,925	7	1,918	11	174
10	Grinding Mill (Big)	1952-53	4	11	179	950	9	941	11	86
11	Blower	1952-53	4	11	227	1,914	11	1,903	11	173
12	Workshop Tools	1952-53 and 1955-56	4	11	3,380	*4,500	160	4,331	11	394
13	Shaping Machine	1952-53	4	11	669	4,262	33	4,229	11	384
14	Veneer Press Table.	1952-53	4	11	179	*300	9	291	11	27
					20,430			57,475		5,141

TABLE I

ANNEXURE "C"

BIKANER GYPSUMS LIMITED

Chart for Rehabilitation in respect of Buildings in 1955-56
I Class Buildings Estimated life 30 years.

TABLE II

BIKANER GYPSUMS LIMITED

ANNEXURE "C"

Chart for Rehabilitation in respect of Buildings in 1955-56

II Class Buildings Estimated life 25 years.

Serial No.	Year of construction	Description of Building	Nature of construction	Original Cost	No. of years in use upto 1955-56	Estimated life from 1956-57 to 1955-56	Balance in the (5-8)	Price increased in the cost of construction (50 % on original cost [as per column 5])	Total Column (5-8)	Less 5% break- down value on cost	Net Cost of reha- bilitation (9-10)	Divisor	Annual Cost of rehabili- tation
1	2	3	4	5	6	7	8	9	10	11	12	13	
5	1950-51	Office Block No. 2	Construction same as Sl. No. 1 without Gypsum lump excepting Jodhpur stone roofing instead of wooden planks.	9,094	6	19	4,547	13,641	455	13,186	19	694	
6	1950-51	Office Block No. 3	Same as in Sl. No. 1	2,956	6	19	1,478	4,434	147	4,287	19	226	
7	1950-51	Office Block No. 4	Same as in Sl. No. 1	9,822	6	19	4,911	14,733	491	14,242	19	749	
8	1950-51	Magazine No. 2	Foundations and plinth of lime concrete pucca bricks masonry superstructure of kutchha brick masonry and Jodhpur stone patti roofing.	1,912	6	19	956	2,868	96	2,772	19	146	
10	1951-52	Office Block No. 5	Two rooms of pucca bricks masonry, Jodhpur stone patti and gypsum block masonry and asbestos cement and galvanized iron roofing with cement plaster flooring.	2,276	5	20	1,138	3,414	113	3,301	20	165	

11	1951-52	Loco Shed	Pucca cement pointed over pucca foundation roofing A. C. and C.I. Sheet roofing	3,485	5	20	1,742	5,227	5,053	174	20	253
12	1952-53	'B' Type 1st, 2nd and 3rd Block	Foundations and plinth of pucca bricks with lime superstructure with kutch brick masonry and Jodhpur stone patti roofing pillars of pucca bricks masonry and superstructure at regular intervals.	35,971	4	21	17,985	53,956	1,798	52,158	21	2,484
16	1952-53	Greche	Foundations and plinth of lime concrete and pucca brick masonry with lime superstructure kutch brick masonry and Jodhpur stone slab roofing.	9,584	4	21	4,792	14,376	479	13,897	21	662
19	1952-53	Ration Shop	..	1,065	4	21	537	1,602	53	1,549	21	74
20	1952-53	Shop Bldg. Nos. 2 + 3	Foundations and plinth of lime concrete and cement hollow block masonry in lime superstructure with gypsum hollow blocks and cement blocks-pillars at regular intervals galvanized iron sheet roofing.	2,352	4	21	1,176	3,528	118	3,410	21	163
21	1953-54	'B' Type 4th Block.	Same specifications as per Sl. No. 12 Gypsum hollow block patty roof.	17,038	3	22	8,519	25,557	852	24,705	22	1,123
22	1953-54	'D' Type 3rd Block.	Same as Serial No. 13, but superstructure masonry with cement and gypsum hollow blocks instead of kutch bricks.	14,563	3	22	7,281	21,844	728	21,116	22	960
23	1953-54, 1954-55 and 1955-56	Club Bldg.	Foundations and plinth of lime concrete and cement hollow block masonry superstructure of gypsum hollow block with cement block pillars at intervals.	13,127	3	22	6,563	19,690	656	19,034	22	866
24	1953-54	Time-keeper Cabin.	..	868	3	22	434	1,302	43	1,259	22	57

TABLE III

BIKANER GYPSUMS LIMITED

ANNEXURE "C"

Chart for Rehabilitation in respect of Buildings in 1955-56

III Class Buildings Estimated life 15 years

Serial No.	Year of construction	Description of Building	Nature of construction	Original Cost	No of years in use upto 1955-56	Estimated Balance life from 1956-57	Price increased in the cost of construction (50% on original cost as per column 5)	Total column (5+8)	Loss breakdown value on cost	5% on cost	Net Cost of rehabilitation (9-10)	Divisor	Annual cost of rehabilitation
1	2	3	4	5	6	7	8	9	10	11	12	13	
1	1948-49	Office Block No. 1.	Foundations and plinth of lime concrete work gypsum masonry superstructure with G.P. Lumps Kutcha bricks roofing with wood planks with lime concrete and G. I. Sheets.	Rs. 12,526	8	7	Rs. 6,263	Rs. 18,789	Rs. 626	Rs. 18,163	7	Rs. 2,595	
2	1949-50	Lab. Quarter at Point No. 8.	Gypsum Lump masonry with iron corrugated sheet roofing.	Rs. 10,917	7	8	Rs. 5,458	Rs. 16,375	Rs. 546	Rs. 15,829	8	Rs. 1,979	
3	1949-50 and 1952-53	Petrol Godown	Foundations and plinth of lime concrete and kutcha brick masonry Jodhpur stone slab roofing.	Rs. 3,283	7	8	Rs. 1,641	Rs. 4,924	Rs. 164	Rs. 4,760	8	Rs. 595	
4	1949-50, 1952-53, 1953-54, and 1955-56.	Latrine and Urinals.	..	Rs. 4,277	7	8	Rs. 2,138	Rs. 6,415	Rs. 214	Rs. 6,201	8	Rs. 775	

ANNEXURE "D"

TABLE I

BIKANER GYPSUMS LTD
Rehabilitation Chart for 1956-57

'A' Plant and Machinery :

Serial No.	Particulars	Year of installation ¹	No. of years in future life use in this mines upto 1956-57	Estimated on basis of 15 years	Cost Price	Quotations for replacement break-down value estimated on cost		Less 5% of rehabilitation cost there-of (Items marked* are estimates)	Net Cost of rehabilitation on (7-8)	Divisor	Annual cost of rehabilitation
						Rs.	Rs.				
1	2	3	4	5	6	7	8	9	10	11	
1	Air Compressor CPT 105CFM . . .	1956-57	1	14	10,434	25,000	522	24,478	14	1,748	
2	Air Compressor Ingersol rand 210 CFM . . .	1956-57	1	14	8,227	55,000	411	54,589	14	3,899	
3	Steel Bins	1956-57	1	.....	Not claimed	.....	.....	.....	.....	.....
4	Holman Drill 2 Nos.	1956-57	1	.....	Do.	.....	.....	.....	.....	.....
<i>'B' Earth Moving Equipment :</i>											
1	D 7 Tractor with Bull Dozer	1956-57	1	14	1,10,478	1,61,860	5,524	1,16,326	14	11,167	
<i>'C' Tramways and Equipments :</i>											
1	Tipping Tubs 40 Nos.	1956-57	1	14	22,617	24,518	1,131	23,387	14	1,670	
2	Tram Line	1956-57	1	22	23,939*	26,400	1,197	25,203	22	1,145	
<i>'D' Power transmission and generating Sets :</i>											
1	Electric Installation	1956-57	1	22	5,260	*7,500	263	7,237	22	329	
2	Generator AC single phase 240 (420 v. 60 cycles, 78 AMPS 15KWS. 1200 RPM with UD 6 Engine	1956-57	1	14	1,250	*5,000	62	4,938	14	353	
					1,82,205					20,311	

TABLE I

ANNEXURE "E"

BIKANER GYPSUMS LIMITED

Total Cost of Rehabilitation of Buildings for 1956-57

I Class Buildings Estimated life 30 years

Serial No.	Year of construction	Description of Building	Nature of construction	Original cost 1955-56	No. of years upto 1956-57	Estimated balance in use from cost of construction (50 % on original cost as per column 5)	Price in the 1956-57 increased from cost of construction (5 + 8)	Total Column (5 + 8)	Less % break- down of reha- bilitation on cost (9-10)		Net value bilitation on cost (9-10)	Divisor 10	Annual cost of rehabili- tation									
									1	2	3	4	5	6	7	8	9	10	11	12	13	
3	1956-57	New Store Building.	Lime concrete and Khanda stone masonry in lime mortar in foundation and plinth pucca bricks masonry in lime in superstructure cemented flooring and G.C.I. Sheet roofing over iron trusses and store yard with gypsum hollow blocks	17,499	1	29	8,749	26,248	874	25,374	29	875										
4	1956-57	Rest Shed in Quarry.	..	3,204	1	29	1,602	4,806	160	4,646	29	160										
																						1,035

TABLE II

ANNEXURE " E "

I Class Buildings Estimated life 25 years

Serial No.	Year of construction	Description of Building	Nature of construction	Original Cost	No. of year in use upto 1955-56	Estimated Balance life from 1956-57	Price increased in the cost of construction 5% on original cost as per Column 5).	Total Column (5+8)	Less 5% break-down value on cost	Net Cost of rehabilitation (9-10)	Divisor	Annual Cost of rehabilitation
1	2	3	4	5	6	7	8	9	10	11	12	13
1	1956-57	'D' Type 4th Block.	Specification same as Sl. No. 22 of 55-56 R. Claim.	11,680	1	24	5,840	17,520	584	16,936	24	705
2	1956-57	'I' Type 1st Block.	Foundations and plinth lime concrete and cement block masonry superstructure with gypsum block masonry and pucca brick pillars at interval. Asbestos Sheet roofing.	11,384	1	24	5,692	17,076	569	16,507	24	688

[No. 64/14/58-III-LRII.]

New Delhi, the 13th April 1960

S.O. 997.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Nowrozabad Colliery of Associated Cement Companies Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (CGIT) No. 1 OF 1960

The Employers in relation to the Nowrozabad Colliery of Associated Cement Cos. Ltd.

AND
Their workmen.

PRESENT: Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the employers: Shri G. B. Pai, Advocate, instructed by Shri K. Rajagopalaswamy, Executive Head, Associated Cement Cos. Ltd. and Shri D. S. Dighe, Senior Personnel Officer, Associated Cement Cos. Ltd.

For the workmen: Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh and Organising Secretary, Kotma Colliery Labour Union, with Shri G. C. Jaiswal, Executive Member, Nowrozabad Colliery Mazdoor Sangh and Shri M. A. R. Quraishi, Vice-President, Nowrozabad Colliery Mazdoor Sangh.

Dated the 1st April 1960.

State: Madhya Pradesh.

Industry: Coal Mining.

AWARD—PART I

The Central Government, by the Ministry of Labour and Employment Order No. LRII-I(122)/58, dated 14th March 1959, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the matters specified in the schedule appended to the said order of reference, and reproduced below, for adjudication to Shri F. Jeejeebhoy, Presiding Officer, Central Government Industrial Tribunal, Bombay, and whereas a large number of adjudications were pending adjudication before the said Tribunal and whereas the Central Government considered it desirable that the said dispute should be adjudicated expeditiously, the Central Government by Order No. 4/42/59-I-LRII, dated 18th January 1960 made in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (Act XIV of 1947) was pleased to withdraw the proceedings in relation to the said dispute pending before the said Tribunal and transfer the same to me as Presiding Officer of the Central Government Additional Industrial Tribunal, Bombay.

SCHEDULE

- (I) Whether the mutual agreement, dated the 25th July 1957 between the management of the Nowrozabad Colliery and their workmen represented by the Nowrozabad Colliery Mazdoor Sangh, Post Office Nowrozabad, should be treated as legally valid agreement and whether it is still binding on the parties?
- (II) What should be the standard of loading of a tub—whether up to the “water level” at the coal face or up to the “water level” on the surface?
- (III) Whether a loaded tub should be measured at the coal face and not on the surface? If so, whether the deductions made from the earnings of the miners as a result of shortage found on the surface be refunded to the miners, and if so, from what date?

- (IV) Whether the drilling of shot holes, stemming of shot holes, water baling, shot-firing, dragging of cables, etc., form part of the normal duties of a miner? If not, what relief the miners are entitled to for having done these jobs and from what date?
- (V) Whether the miners should be paid extra wages for the manufacture of earthen pallets and if so, at what rate and from what date?
- (VI) Whether the monthly paid staff are entitled to any acting allowance while employed in jobs of higher categories and responsibilities? If so, at what rate?
- (VII) Are the workers entitled to wages for the period from 30th July, 1958 to 12th August, 1958, and if so, to what extent?
- (VIII) Whether there were incremental scales of pay for monthly rated workmen before the publication of the award of the All India Industrial Tribunal (Colliery Disputes) and if so, whether the workmen have been adversely affected by the introduction of new scales of pay with effect from 1st January 1957? If they have been adversely affected, to what relief they are entitled?
- (IX) Whether the retirement of Sarvashri Jehangir Khan, Charkha, Ali Mohammad, Ram Prasad and Ramadhin was justified and whether they are entitled to any relief?"

2. After the usual notices were issued on the parties, the hearing of this and another dispute between the Kotma Colliery belonging to this company and its workmen (Reference No. 2 of 1960) commenced before me at Bombay on 7th March 1960 and after the hearing had lasted for several days, during which both parties filed several documents and examined a number of witnesses and after I had heard the submissions of both parties at considerable length, at my suggestion, the parties opened negotiations for settlement and finally with my assistance were able to reach agreed terms of settlement and on 24th March 1960 they filed the terms of settlement which had been reached between them on items Nos. I, II, III, IV, V, VII and VIII stated in the schedule to the Government order of reference herein and on all the four items of dispute in Ref. No. 2 of 1960. The parties have prayed that an award in this reference be made in terms of the settlement reached between them on the said seven demands. A copy of the terms of settlement is annexed hereto and marked annexure "A".

3. As I am satisfied that the terms of settlement on the said seven demands are fair and reasonable, I make an award thereon in terms of the settlement recorded in annexure A, and the same shall form part of this award.

4. My award on demands Nos. VI and IX under reference will follow.

(Sd.) SALIM M. MERCHANT, Presiding Officer,
Central Government Additional Industrial Tribunal,
Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE CGIT Nos. 1 OF 1960 AND 2 OF 1960

In the matter of the industrial disputes between the Management and the Workmen of the Nowrozabad and Kotma Collieries of Messrs. Associated Cement Companies, Ltd.

Joint petition submitted on behalf of the Workmen and the Management of the above-mentioned Collieries.

The parties hereto have come to a settlement on issues Nos. 1, 2, 3, 4, 5, 7 and 8 in Reference No. 1 and issues Nos. 1, 2, 3 and 4 in Reference No. 2 leaving issues Nos. 6 and 9 in Reference No. 1 of 1960 to be decided by the Hon'ble Tribunal. The parties pray that an award be made in terms of the settlement.

1. The parties hereto are happy to submit that the disputes referred to above have been satisfactorily settled in a spirit of mutual co-operation and hope that this agreement will pave the way for lasting industrial peace and improved production in the interest of the workmen and the industry.

2. The parties agree that the present system of assessing of output per tub should be replaced by a more scientific method of evaluation, viz., by installation of Weighbridges on the surface to weigh coal so as to avoid all disputes in future regarding the assessment of tub per miner. The parties agree that in order to achieve this result, it is necessary to convert the rate of payment to one based on weight.

3. It is therefore agreed that the rates in respect of miners will be as follows:—

Per tub containing

PER TUB CONTAINING							
	19 Cwts.	19½ Cwts.	20 Cwts.	20½ Cwts.	21 Cwts.	21½ Cwts.	22 Cwts.
	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.
Basic	0.86	0.89	0.92	0.95	0.99	1.03	1.06
D.A. @ 132%	1.14	1.17	1.21	1.25	1.31	1.36	1.40
Bonus (subject to qualifying attendance.)	0.29	0.30	0.31	0.32	0.33	0.34	0.35
U/G Allowance	0.11	0.11	0.11	0.12	0.12	0.13	0.14
TOTAL	2.40	2.47	2.55	2.64	2.75	2.86	2.95

NOTE 1.—These rates will be inclusive of all jobs which the miners were performing hitherto, viz., dressing, loading, pushing the empties, lead and lift upto 150 ft. and 25 ft. respectively, and other ancillary jobs mentioned in issue No. 4 in Reference No. 1 of 1960 and issue No. 3 in Reference No. 2 of 1960 and which they will continue to perform in the same manner as at present, provided that the present complement of drillers, shotfirers, explosive carriers and water-bailers per section in any incline will not be reduced. It is further understood that in the event of a justifiable closure of a section of any of the inclines, the workers affected by the closure can be reduced provided they have been recruited after the 14th March 1959, and are still on the temporary rolls.

NOTE 2.—The workmen undertake that as far as possible a loaded tub (of 40.5 c.ft. capacity) will not be less than 20 cwts. gross as weighed at the weighbridge on the surface and in no case will it be less than 19 cwts. gross. The workmen persistently loading less than 19 cwts. gross will render themselves liable for disciplinary action. The term "gross" shall mean the weight of the contents of the tub as it reaches the weighbridge on the surface, but tubs loaded exclusively with shale, stone etc. shall be paid for separately at the existing rates (i.e. prior to this agreement).

NOTE 3.—For calculating the rates based on weight, less than one quarter of a cwt. will be omitted and more than a quarter will be treated as a half cwt.

NOTE 4.—Pending the installation of weighbridges and completion of arrangements for weighment, the tub will be visually assessed as heretofore (water level not at the coal face but at the surface being assessed at 21 cwts.) in the presence of a representative of the workmen at each assessment spot on the surface and a slip containing the assessment of the weight of the contents of the tub will be handed over to each worker within 24 hours of the close of the shift.

NOTE 5.—The rates will take effect from the date of this agreement.

4. In settlement of all controversy regarding the assessment of tubs in the past at the Collieries and without prejudice to the contention of either party and as a gesture of goodwill, the parties agree that the management will pay Rs. 43,200/- to be distributed among the miners who are on the roll on the date of this agreement in proportion to their attendance during the period from 1st January 1959 till the date of this agreement and the workmen will accept the said amount in full settlement of all their claims in this regard up to date at

Nowrozabad, and the workmen agree that there is no claim outstanding in respect of Kotma as the assessment of output has been satisfactory.

5. The workmen accept in full settlement of all their past claim for the various jobs mentioned in issue No. 4 in Reference No. 1 of 1960 and issue No. 3 in Reference No. 2 of 1960 an amount of Rs. 16,250/- in respect of Nowrozabad Colliery and Rs. 14,350/- in respect of Kotma Colliery to be distributed among the miners who are on the roll on the date of this agreement as such, in proportion to their attendance during the period from 1st January 1958 till the date of this agreement.

6. In respect of issue No. 5, the management agrees to pay Rs. 10,000/- in equal proportion to the miners on the roll of the Nowrozabad Colliery on the date of this agreement and who were in employment during the period between 26th May 1956 and 14th May 1958 and the workmen agree to accept the same in settlement of their demand under the said issue and the workmen agree that no claim exists on this demand in respect of Kotma Colliery.

7. Demand under issue No. 7 in Reference No. 1 of 1960 is hereby withdrawn by the workmen.

8. In respect of issue No. 8 in Reference No. 1 of 1960 and issue No. 4 in Reference No. 2 of 1960, the workmen agree to accept the scales of pay, in respect of the monthly-rated staff, published by the Company by their Notices published in December 1957 and attached as Annexure No. 23A to the Written Statement of the management in Reference No. 1 of 1960 and Annexure No. 9A to the Written Statement of the management in Reference No. 2 of 1960, and it is agreed that Shri K. B. Chougule on behalf of the workmen and Shri K. Rajagopalaswamy on behalf of the management will discuss the claims of the individual workmen mentioned in the supplementary written statements of the Nowrozabad Colliery Mazdoor Sangh and the Kotma Colliery Labour Union with Shri N. Dandekar, the Managing Director of the Company, and settle the matter within six weeks of this agreement.

9. It is further agreed that all payments under these terms of settlement shall be made within one month of the publication of the award.

BOMBAY;

Dated the 24th March, 1960.

For and on behalf
of the workmen of the
Nowrozabad Colliery.

K. B. CHOGULE,

General Secretary,

Nowrozabad Colliery Mazdoor Sangh.

For and on behalf of
the Associated Cement Cos. Ltd.
(Nowrozabad and Kotma
Collieries).

Sd./- K. RAJAGOPALASWAMY,

Sd./- J. H. BHARUCHU,

Executive Head,

(Special Department).

(Collieries Department).

For and on behalf
of the workmen of the
Kotma Colliery,

Sd./- M. K. CHOUDHURY,

General Secretary,

Kotma Colliery Labour Union.

[No. 1/122/58-LRII.]

New Delhi, the 14th April 1960

S.O. 998.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Kotma Colliery of the Associated Cement Companies Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL TRIBUNAL
BOMBAY

REFERENCE (CGIT) No. 2 of 1960

The Employers in relation to the Kotma Colliery of the Associated Cement Co. Ltd.

AND

Their workmen.

PRESENT: Shri Salim M. Merchant, *Presiding Officer*.

APPEARANCES:

For the Employers: Shri G. B. Pai, Counsel instructed by Shri K. Rajagopalaswamy, Executive Head, Associated Cement Co. Ltd., and Shri D. S. Dighe, Senior Personnel Officer, Associated Cement Cos. Ltd.

For the workmen: Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh and Organising Secretary, Kotma Colliery Labour Union with Shri G. C. Jaiswal, Executive Member, Nowrozabad Colliery Mazdoor Sangh and Shri M. K. Choudhury, General Secretary, Kotma Colliery Labour Union.

Dated 31-3-1960.

STATE: Madhya Pradesh.

INDUSTRY: Coal mining.

AWARD

The Central Government by Order of the Ministry of Labour and Employment No. LRII-1(123)/58 dated 14th March 1959 made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947) was pleased to refer the industrial dispute between the parties above named in respect of the subject matters stated in the schedule appended to that order, and which is reproduced below, for adjudication to Shri F. Jeejeebhoy, Presiding Officer, Central Government Industrial Tribunal, and whereas a large number of proceedings were pending adjudication before the said Tribunal and whereas the Central Government considered it desirable that the said dispute should be adjudicated expeditiously, the Central Government by Ministry of Labour and Employment Order No. 4/42/59-LRII dated 18th January, 1960 made in exercise of the powers conferred by sub-section (1) of Section 33B of the Industrial Disputes Act, 1947, (Act XIV of 1947), was pleased to withdraw the proceedings in relation to the said dispute pending before the said Tribunal and transfer the same to me as the Presiding Officer of the Additional Central Government Industrial Tribunal, Bombay, for disposal.

SCHEDULE

- (i) What should be the standard of loading of a tub whether upto the "Water level" at the coal face or upto the "water level" on the surface?
- (ii) Whether a loaded tub should be measured at the coal face and not on the surface. If so, whether the deductions made from the earnings of the miners as a result of shortage found on the surface be refunded to the miners, and if so, from what date?
- (iii) Whether the drilling of shot holes, stemming of shot holes, water bailing, shot-firing, dragging of cables, etc. form part of the normal duties of a miner. If not, to what relief the miners are entitled for having done those jobs and from what date?
- (iv) Whether there were incremental scales of pay for monthly rated workmen before the publication of the award of the All-India Industrial Tribunal (Colliery Disputes) and if so whether the workmen were adversely affected by the introduction of new scales of pay with effect from 1st January 1957. If they were adversely affected to what relief they are entitled?

2. After the usual notices were issued on the parties, the hearing of this and another dispute between the Nowrozabad Colliery belonging to this company and its workmen (Reference No. 1 of 1960) commenced before me at Bombay on 7th March, 1960, and after the hearing had lasted for several days, during which both parties filed several documents and examined a number of witnesses, and after I had heard the submissions of both parties at considerable length, at my suggestion the parties opened negotiations for settlement and finally with my assistance were able to reach agreed terms of settlement and on 24th March 1960 they filed the terms of settlement which had been reached between them on all the four demands forming the subject matters of this reference and in seven out of the nine demands in Ref. No. 1 of 1960. The parties have prayed that an award in this reference be made in terms of the settlement reached between the parties. A copy of the terms of settlement is annexed hereto and marked Annexure 'A'.

3. As I am satisfied that the terms of settlement are fair and reasonable I make an award in terms of the settlement recorded in annexure 'A', as far as they relate to the subject matters of this reference and the same shall form part of this award.

4. I am making no directions regarding costs in favour of the unions, on record, as the parties have stated before me that they have already mutually settled out of court the question of special leave of absence and expenses incurred by the workmen and the unions' representatives who had attended the hearings of this reference at Bombay.

5. Before parting with this reference, I should like to express my appreciation of the spirit of mutual accommodation displayed by the parties in reaching this settlement.

Sd/- SALIM M. MERCHANT, Presiding Officer,
Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL TRIBUNAL
AT BOMBAY.

REFERENCE CGIT Nos. 1 OF 1960 AND 2 OF 1960

In the matter of the industrial disputes between the Management and the Workmen of the Nowrozabad and Kotma Collieries of Messrs. Associated Cement Companies, Ltd.

Joint petition submitted on behalf of the Workmen and the Management of the above-mentioned Collieries.

The parties hereto have come to a settlement on issues Nos. 1, 2, 3, 4, 5, 7 and 8 in Reference No. 1 and issues Nos. 1, 2, 3 and 4 in Reference No. 2 leaving issues Nos. 6 and 9 in Reference No. 1 of 1960 to be decided by the Hon'ble Tribunal. The parties pray that an award be made in terms of the settlement.

1. The parties hereto are happy to submit that the disputes referred to above have been satisfactorily settled in a spirit of mutual co-operation and hope that this agreement will pave the way for lasting industrial peace and improved production in the interest of the workmen and the industry.

2. The parties agree that the present system of assessing of output per tub should be replaced by a more scientific method of evaluation, viz., by installation of Weighbridges on the surface to weigh coal so as to avoid all disputes in future regarding the assessment of tub per miner. The parties agree that in order to achieve this result, it is necessary to convert the rate of payment to one based on weight.

3. It is therefore agreed that the rates in respect of miners will be as follows:—

P E R T U B C O N T A I N I N G

	19 Cwts.	19½ Cwts.	20 Cwts.	20½ Cwts.	21 Cwts.	21½ Cwts.	22 Cwts.
	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.
Basic	0.86	0.89	0.92	0.95	0.99	1.03	1.06
D. A. @ 102%	1.14	1.17	1.21	1.25	1.31	1.36	1.40
Bonus (subject to qualifying attendance)	0.29	0.30	0.31	0.32	0.33	0.34	0.35
U/G Allowance	0.11	0.11	0.11	0.12	0.12	0.13	0.14
TOTAL	2.40	2.47	2.55	2.64	2.75	2.86	2.95

NOTE 1.—These rates will be inclusive of all jobs which the miners were performing hitherto, viz. dressing, loading, pushing the empties, lead and lift upto 150 ft. and 25 ft. respectively, and other ancillary jobs mentioned in issue No. 4 in Reference No. 1 of 1960 and issue No. 3 in Reference No. 2 of 1960 and which they will continue to perform in the same manner as at present, provided that the present complement of drillers, shotfitters, explosive carriers and water-bailers per section in any incline will not be reduced. It is further understood that in the event of a justifiable closure of a section of any of the inclines, the workers affected by the closure can be reduced provided they have been recruited after the 14th March, 1959, and are still on the temporary rolls.

NOTE 2.—The workmen undertake that as far as possible a loaded tub (of 40.5 cft. capacity) will not be less than 20 cwts. gross as weighed at the weighbridge on the surface and in no case will it be less than 19 cwts. gross. The workmen persistently loading less than 19 cwts. gross will render themselves liable for disciplinary action. The term "gross" shall mean the weight of the contents of the tub as it reaches the weighbridge on the surface, but tubs loaded exclusively with shale, stone etc. shall be paid for separately at the existing rates (i.e. prior to this agreement).

NOTE 3.—For calculating the rates based on weight, less than one quarter of a cwt. will be omitted and more than a quarter will be treated as a half cwt.

NOTE 4.—Pending the installation of weighbridges and completion of arrangements for weighment, the tub will be visually assessed as heretofore (water level not at the coal face but at the surface being assessed at 21 cwts.) in the presence of a representative of the workmen at each assessment spot on the surface and a slip containing the assessment of the weight of the contents of the tub will be handed over to each worker within 24 hours of the close of the shift.

NOTE 5.—The rates will take effect from the date of this agreement.

4. In settlement of all controversies regarding the assessment of tubs in the past at the Collieries and without prejudice to the contention of either party and as a gesture of goodwill, the parties agree that the management will pay Rs. 43,200/- to be distributed among the miners who are on the roll on the date of this agreement in proportion to their attendance during the period from 1st January, 1959, till the date of this agreement and the workmen will accept the said amount in full settlement of all their claims in this regard up to date at Nowrozabad, and the workmen agree that there is no claim outstanding in respect of Kotma as the assessment of output has been satisfactory.

5. The workmen accept in full settlement of all their past claim for the various jobs mentioned in issue No. 4 in Reference No. 1 of 1960 and issue No. 3 in Reference No. 2 of 1960 an amount of Rs. 16,250/- in respect of Nowrozabad Colliery and Rs. 14,350/- in respect of Kotma Colliery to be distributed among the miners who are on the roll on the date of this agreement as such, in proportion to their attendance during the period from 1st January, 1958, till the date of this agreement.

6. In respect of issue No. 5, the management agrees to pay Rs. 10,000/- in equal proportion to the miners on the roll of the Nowrozabad Colliery on the date of this agreement and who were in employment during the period between 26th May, 1958, and 14th May, 1958, and the workmen agree to accept the same in settlement of their demand under the said issue and the workmen agree that no claim exists on this demand in respect of Kotma Colliery.

7. Demand under issue No. 7 in Reference No. 1 of 1960 is hereby withdrawn by the workmen.

8. In respect of issue No. 8 in Reference No. 1 of 1960 and issue No. 4 in Reference No. 2 of 1960, the workmen agree to accept the scales of pay, in respect of the monthly-rated staff, published by the Company by their Notices published in December 1957 and attached as Annexure No. 23A to the Written Statement of the management in Reference No. 1 of 1960 and Annexure No. 9A to the Written Statement of the management in Reference No. 2 of 1960, and it is agreed that Shri K. B. Chougule on behalf of the workmen and Shri K. Rajagopalaswamy on

behalf of the management will discuss the claims of the individual workmen mentioned in the supplementary written statements of the Nowrozabad Colliery Mazdoor Sangh and the Kotma Colliery Labour Union with Shri N. Dandeker, the Managing Director of the Company, and settle the matter within six weeks of this agreement.

9. It is further agreed that all payments under these terms of settlement shall be made within one month of the publication of the award.

BOMBAY;

Dated the 24th March, 1960.

For and on behalf
of the workmen of the
Nowrozabad Colliery.

Sd./- K. B. CHOUGLE,

General Secretary,
Nowrozabad Colliery Mazdoor Sangh.

For and on behalf of
the Associated Cement Cos. Ltd.
(Nowrozabad and Kotma Collieries).

K. RAJAGOPALASWAMY,

Executive Head,
(Special Department).

J. H. BHARUCHA,

(Collieries Department).

For and on behalf
of the workmen of the
Kotma Colliery.

Sd./- M. K. CHOUDHURY,
General Secretary,
Kotma Colliery Labour Union.

[No. 1/123/58-LRII.]

New Delhi, the 16th April 1960

S.O. 999.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Hercules Insurance Co. Ltd., Bombay and their workmen.

BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL
TRIBUNAL, BOMBAY

REFERENCE (CGIT) No. 8 of 1960

The Employers in relation to the Hercules Insurance Co. Ltd., Bombay.

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the employers.—Shri L. C. Joshi, Labour Adviser, Bombay Chamber of Commerce and Industry, Bombay with Shri E. J. Poncha, Branch Manager, Hercules Insurance Co. Ltd., Bombay.

For the workmen.—Shri K. T. Sule, Vice-President, with Shri K. S. B. Pillai, General Secretary, General Insurance Employees' Union, Bombay.

Dated 8th April 1960.

STATE: Bombay

INDUSTRY: Insurance (general).

AWARD

1. The Central Government by Order No. LRII-11(7)/58 dated 12/1/1959 made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Act XIV of 1947) was pleased to refer the industrial dispute between the parties above named in respect of the matters specified in the schedule to the said order for adjudication to Shri F. Jeejeebhoy as the Presiding Officer of the Central Government Industrial Tribunal at Bombay. Thereafter, upon the usual notices being issued upon the parties, the General Secretary of the General Insurance Employees' Union, Bombay, filed the statement of claim on behalf of the workmen dated 21st February 1959, to which the management filed its written statement in reply dated 11th April 1959. However, before the dispute could be taken up for hearing by Shri F. Jeejeebhoy, the Central Government by Order No. 4/12/16-LR-II dated 21st January 1960 made in exercise of the powers conferred by sub-section (1) of Section 33B of the Industrial Disputes Act, 1947 (Act XIV of 1947) for the reasons stated in that order withdrew the proceedings in respect of the said dispute pending before the said Tribunal and transferred the same to me as the Presiding Officer of the Additional Industrial Tribunal, Bombay, for disposal. Thereafter, the dispute was heard by me on several days between the 9th to 20th February 1960, on which latter date the hearing was concluded. But the parties requested me not prepare my award for some time thereafter, as they were negotiating for a settlement, but later informed me that settlement had not been possible.

2. The subject matters of the dispute as stated in the schedule to the order of reference are as follows:—

SCHEDULE

"Whether the terms and conditions of service of the workmen in the company in respect of the following matters call for any improvement and, if so to what extent:—

- (1) Scales of pay and dearness allowance.
- (2) special increments or allowances to persons possessing special qualifications or holding special jobs;
- (3) hours of work;
- (4) Payment of overtime;
- (5) retirement benefits;
- (6) leave;
- (7) medical aid;
- (8) provision of uniforms."

3. Before discussing the demands on their merits, it is necessary to refer briefly to the history of this company and this dispute, to which both parties have referred in their respective written statements.

4. The Hercules Insurance Company Ltd., Bombay, (hereinafter referred to as the company) was incorporated as a private limited company in the year 1935 with a paid-up-capital of about Rs. 7,82,500/- which in 1938 was raised to Rs. 9 lakhs. In 1946 an addition Rs. 3 lakhs was issued and a premium of Rs. 20/- per share, partly paid of Rs. 10/-, was collected. Thus, in 1946 the paid-up capital of the company was Rs. 12 lakhs. It is admitted that in 1954, Rs. 1 lakh worth of bonus shares were issued at the rate of one share per each share held, so that in that year the paid-up capital was raised to Rs. 24 lakhs, but there has been no further alterations in the capital structure of the company since then. The company has its registered head office at Calcutta and has branches in Bombay and Madras and admittedly it enjoys the patronage of rich and powerful concerns which the Union named at the hearing. There is no doubt that the company is in a sound financial position and has enjoyed continued prosperity for a number of years which is testified to by the fact that it has at least since 1954 annually paid a dividends of 20% free of income-tax to its shareholders. I need not dwell in greater detail on the financial position of this company as I have had occasion to deal with the same in two earlier industrial disputes. In my award in the second of those industrial dispute (Reference No. 7 of 1957) between this company and its employees at Calcutta, I had observed:—

"In recent years the company has been earning large profits from which it has annually declared dividends to its shareholders at the rate of

20 per cent and even after payment of these handsome dividends there have been large balances carried over. I have had occasion in an earlier dispute to look into the balance sheets and profit and loss accounts of the company and I am satisfied that the company is a prosperous concern and has been paying handsome dividends to its shareholders. There is also no doubt that the general financial position of the company is extremely sound. Without doubt, it is one of the leading insurance companies doing general insurance business in the country and has the financial capacity to meet the reasonable demands of its workmen."

After seeing the balance-sheets for the subsequent years and hearing the submissions of the parties in this dispute, I have no reasons to change the opinion expressed above.

5. The Bombay office of the company employs in all 47 workmen, of whom 40 are involved in this dispute. Of these 32 belong to the clerical cadre, 2 are drivers and the remaining six are peons—(See annexures "E" to the Union's written statement). The Bombay branch transacts business in fire, marine accident and miscellaneous insurance and its annual premium income is about Rs. 12 lakhs.

6. The history of the dispute is that in 1946, after the employees of this company had joined the Bombay Insurance Employees' Association, they were, as a result of collective bargaining, granted an increase of 12½% in their then existing salaries. Since then the company has been granting *ad hoc* annual increments to its Bombay employees, but surprisingly enough, even up-to-date no fixed wage or salary scales have been prescribed for any of the categories of its employees. The General Insurance Employees' Union, (hereinafter referred to as the union) was started in 1954 and the employees of the Bombay branch appear to have joined it in 1956, and on 30th October 1956 the union submitted a charter, of 20 demands upon the management (annexure A to the union's statement of claim). After certain reminders were issued to the management during November and December, the management held discussions with the Group Committee of the Union and made certain offers, as stated in exhibit D to the union's statement of claim. But the same were rejected by the union on the ground that the scales of pay offered by the Company were lower than those generally prevailing in the industry and that the company had the capacity to pay higher scales of pay and grant better terms and conditions of service than what it had offered. The Union thereafter, between 6th February 1957 and 5th April 1957 addressed letters and reminders to the management to reconsider its offers but the management declined to do so. The union alleges that later the Managing Director of the company met the representatives of the union and offered slightly better terms than were first offered, but the same were considered unsatisfactory and rejects by the union. Thereafter, on 31st October 1957 the union referred the matter to the Conciliation Officer whose efforts at bringing about a settlement also failed and he ultimately submitted his failure report on 30th April 1958 (Annexure "D" to Union's statement) and thereafter, the Government referred this dispute for adjudication under section 10 of the Industrial Disputes Act by its Order dated 12th January 1959. It will thus be seen that the demands which were originally made on 30th October 1956 came to be referred to adjudication only on 12th January 1959 i.e. after an interval of two years and two months.

7. I now proceed to discuss the demands on their merits and I shall first take up the questions of wages and dearness allowance. The demands made by the union on these two subjects are as follows:—

Salary Scales:

"(a) The employees of the company doing clerical work, typing, handling calculating machines etc. will be called Assistants and their salaries shall be paid as under:

Rs. 100—10—150—15—225—20—325—25—450 (within twenty years, without efficiency bar).

(b) The employees of the Company doing the work of peons, hamals etc. shall be called sub-staff and their salary shall be as under:

Rs. 50—4—90—5—140 (in 20 years, without efficiency bar).

(c) Drivers: Rs. 90—10—140—10—190—15—265 in 15 years, without efficiency bar.

(d) **Adjustments:** When salaries of old employees are to be fitted into the new scales, the employees should be given a rise according to the exact number of years, i.e. the existing service should be adjusted on a point to point basis, without any reduction in the existing emoluments."

Dearness Allowance: "Dearness allowance should be paid to the staff and sub-staff at the following rates.

For the first Rs. 100/- .. . 100% with a minimum of Rs. 75/-.

For the second Rs. 100/- .. . 50%.

For the third Rs. 100/- and above .. . 25%.

8. On the demand regarding salary scales, adjustment and dearness allowance the following issues were by consent of the parties framed at the hearing.

Issue No. 1.—Whether the demands made by the union for the clerical and other categories of the employees at Bombay, contained in item No. 1 should be awarded as per demand; if not to what extent? What should be the scheme of adjustment and from what date?

Issue No. 2.—Should the present rate of dearness allowance be increased as demanded? If not to what extent and from what date?

9. I shall first discuss the remuneration for the clerical staff. As stated by me earlier, in the Bombay office the clerical staff number 32, particulars of whose names, designations, dates of joining service, present salary and dearness allowance paid as on 1st January 1959 are furnished by the union in Annexure E to its statement of claim. There are no fixed scales of pay in force in this company's Bombay office for either its clerical staff or its subordinate staff consisting of peons and drivers though scales of pay are admittedly in force in its Calcutta head office and have been recently awarded for its Madras Branch staff. The management in its written statement has, however, stated that it has no objection if reasonable scales of pay are fixed for its clerical and subordinate staff. The union has demanded for the clerical staff doing clerical, typing and the work of handling calculating machines salary scale starting with Rs. 100/- and going up to a maximum of Rs. 450/- with a spread over of 20 years, and it desires that they should all be designated as assistants. The union has claimed a scheme of dearness allowance for the clerical and subordinate staff under which the dearness allowance payable for the first rupees hundred of basic salary would be at the rate of 100% with a minimum of Rs. 75 per month for the second rupees hundred of basic salary 50% and for the third rupees hundred and more of basic salary 25%. The rate of dearness allowance at present in force for the clerical staff is 55% of the basic pay with a minimum of Rs. 50/- and a maximum of Rs. 60/- plus an increase of Rs. 15/- flat per month. For the peons and drivers the dearness allowance is Rs. 45 and Rs. 50/- respectively flat per month.

10. This company granted a 12½% increase in basic wages to its employees at Bombay in 1946. Since then there has been no proper revision of wages scales for any categories of its Bombay employees. The company has, however, been granting annual increments to all members of its staff, particulars of which are shown in the union's statement Ex. W-22. The Union's contention is that the present total remuneration of its employees at Bombay is inadequate and needs to be raised while the company has contended that the total remuneration made up of basic wages and dearness allowance paid by it to its employees is adequate, compared to the prevailing rates of pay and dearness allowance for the staff employed in branch offices of comparable insurance companies in Bombay. The company, however, is not opposed to a reasonable wage scale being formulated.

11. I may state that the company engaged its junior-most clerk, employed by it on 1st June 1958, on a basic salary of Rs. 60/- and he was then entitled to a dearness allowance of Rs. 65/- per month bringing his total remuneration to Rs. 125/-. On 1st January 1959 his basic pay became Rs. 70/- and together with a dearness allowance of Rs. 65/- his total remuneration on that date was Rs. 135/-.

12. Shri Sule on behalf of the union in support of the demanded scale has relied on the recommendations of the 15th Tripartite Indian Labour Conference and has argued that the principle of the minimum need based wage should be applied to this dispute as a matter of prudential industrial relations and a necessity of the time. Secondly, that this company has the capacity to pay higher

wages than a fair wage and therefore the wages to be fixed should approximate more towards the living wage standard than the fair wage. He has further argued that in fixing the wage scales not only the prevailing wage scales in this industry i.e. the general insurance industry but also in other commercial concerns in Bombay should be taken into account.

13. Shri Joshi, appearing for the management, in opposing the demand for the demanded wage scales and higher rates of dearness allowance has urged—

- (i) that the existing basic wages and dearness allowance together with annual bonus equivalent to two months' basic wages paid by the company to its workmen provide an adequate total monthly remuneration;
- (ii) that if any additional burden by way of basic wages and dearness allowance were to be imposed by the award, the statutory limits on expenditure imposed by Section 40C of the Insurance Act would be exceeded;
- (iii) that in applying the region-cum-industry principle the prevailing rates of pay and dearness allowance in the general insurance industry should be taken into account and not the scales of pay being paid by concerns in other industries;
- (iv) that this company cannot be compared with large insurance companies like the New India, British India or the Ruby General Insurance Companies but that it properly falls in the medium group of insurance companies;
- (v) that in fixing the wages the fact that this is a branch office and that its present staff are not academically or otherwise highly qualified should be borne in mind.

14. I have heard the submissions of both parties in support of their respective contentions at some length and in my opinion the correct approach in fixing the wage scales in this dispute would be to adopt the industry-cum-region principle which has been approved by the Hon'ble Supreme Court in the cases of the Express Newspapers (Private) Ltd. and another *vs.* Union of India and others [(1958/1959) 14 F.J.R. page 211.] Lipton Ltd. and another *vs.* their employees (1959-60 16 F.J.R. 54) and Messrs. Crown Aluminium Works *vs.* their workmen (1958 13 F.J.R. page 292).

15. For the reasons stated by me in my award in the dispute between the General Assurance Society Ltd., Bombay and General Insurance Employees' Union, concerning the workmen of that company employed in Bombay, [Reference No. 31 of 1959, published in the Gazette of India, Part II, Section 3(ii), dated 28th November 1959, pages 3330 to 3352] where the same arguments were urged by Shri Joshi on behalf of the management and Shri Sule on behalf of the union, as are urged in the present case, I am of the opinion that it would not be proper in this case also to adopt the need based formula in fixing the wages of the employees of this company. I find that the Central Pay Commission in its recent Report has also not accepted that formula, as applicable at least in the case of Central Government employees. I think the proper approach in this dispute should be to fix the wage scales and the dearness allowance on the basis of what is being paid by comparable general insurance companies in Bombay. I am not impressed with the management's contention that no increase in wages or dearness can be granted as that would result in the expense ratio of the Bombay office exceeding the limits of the statutory ratio fixed by Section 40C of the Insurance Act. In my opinion, that Section cannot come in the way of a Tribunal awarding fair and reasonable remuneration to the employees of a general insurance company. As is well known these statutory limits were imposed with a view to restrict and check unreasonable and unjustified, and in many cases fictitious, items of expenditure by way of commission and other charges which were being incurred, or shown as incurred, by insurance companies in their accounts. It was to put a check on such practices that a statutory limit was placed on the expenditure to be incurred by insurance companies in relation to their revenue: in other words, that expenses should not exceed a certain prescribed ratio to revenue. Such a provision, in my opinion, cannot possibly come in the way of a Tribunal granting fair and reasonable scales of pay, rates of dearness allowance and other service conditions. If expenses have to be restricted and checked in order to make them conform to the statutory limits, it should be done by checking other avenues

of expenditure and tightening up of the organisation and not by refusing to the employees fair wages and other reasonable service conditions.

16. I also cannot accept Shri Joshi's contentions that because this is a branch office and the present staff is not academically well qualified, lower scales of pay should be fixed for them than are fixed for the clerical staff of head offices at Bombay and of other insurance companies. Shri Joshi has cited several awards of Industrial Tribunals by which lower scales of pay are prescribed for clerks working in offices in factories and branches than are fixed for clerks working in such company's head office in Bombay. But that was so because it was established in those cases that the clerks in the factories and branch offices do less important and responsible work than the work done by the clerks and subordinate staff at those companies' head offices. In this case the management has not led any satisfactory evidence to establish that its employees at the Bombay office are doing any less important and responsible work than employees in insurance companies having their head offices in Bombay so as to justify lower scales of pay being fixed for them than are fixed for clerks and subordinate staff working in head offices of general insurance companies in Bombay; nor has the company established that the general run of the clerical staff employed in head offices of insurance companies in Bombay are academically better qualified or otherwise more efficient than the clerical staff in this office.

17. I, however, agree with Shri Joshi's contention that normally when there is sufficient material before the Tribunal, the basis for fixation of the scales of pay, dearness allowance and other conditions of service should be what comparable concerns in the same industry are paying in the region—rather than to look to what other concerns of other industries in the same region are paying. In my opinion, a Tribunal would be justified in looking for comparison to concerns in other industries, only when there is not sufficient material before it as to what comparable companies in the same industry are paying or there is some other compelling reason which would justify a comparison with the scales of pay being paid in other industries in the same region. My approach, therefore, in fixing the scales of pay, rate of dearness allowance and other conditions of service for the clerks and subordinate staff in this company will be to see what general insurance companies in Bombay, comparable to this company, are granting to like categories of their employees in Bombay.

18. Fortunately, in this case there is ample material to indicate that are the scales of pay and rates of dearness allowance being paid by comparable insurance companies to their employees in Bombay. The union has furnished particulars of comparative pay scales for assistants and stenographers at present obtaining in 45 insurance companies operating in Bombay (exhibit W/1). The company has also filed a statement (exhibit C-13) showing the scales of pay for clerks and the subordinate staff and drivers employed in 15 insurance companies and a Council of insurance companies in the Bombay region. The company has also filed a statement (exhibit C-15) showing the scales of pay and rates of dearness allowance offered by it for its clerks, subordinate staff and drivers during conciliation proceedings and how they compare with those agreed to or awarded in some commercial firms in Bombay. Statement exhibit C-15 is, however, important because the company itself has there referred to the scales of pay and dearness allowance which it had offered during conciliation proceedings, and they are as follows:—

SCALES OF PAY

Assistants/Clerks.—Rs. 75—750—120—10—190—E.B.—190—10—280.

Drivers.—Rs. 80—3—110.

Peons.—Rs. 30—2—60—3—75.

DEARNESS ALLOWANCE

For Assistants/Clerks.—45% of basic salary with a minimum of Rs. 58/- and a maximum of Rs. 116/- except where dearness allowance paid at present exceeds these amounts in which case it will be kept at that level until 45% produces more.

For drivers.—Rs. 50/- per month flat.

For subordinate staff.—Rs. 45/- per month flat.

19. I may pause here and repeat that at present there are no scales of pay in force for the clerks, subordinate staff and drivers employed in the company's

Bombay office and that the rate of dearness allowance at present in force for the clerical staff is 55% of the basic pay with a minimum of Rs. 50/- and a maximum of Rs. 60/- plus an increase of Rs. 15/- flat per month. Thus, at present the minimum dearness allowance paid by the company to its clerical staff is Rs. 65/- and the maximum is Rs. 75/- per month. For the peons and drivers the dearness allowance is Rs. 45/- and Rs. 50/- flat per month respectively.

20. At the hearing Shri Joshi albeit reluctantly stated that the comparable units to this company in Bombay are (a) the Indian Trade and General Insurance Company (b) the Jupiter General Insurance Company (c) the Jaya Bharat Insurance Company (d) the New Great Insurance Company of India Ltd., and (e) the Sterling General Insurance Company. The union has objected to the last named company being treated as comparable to this company, and I shall therefore leave it out of consideration. The scales of pay and dearness allowance obtaining in these four companies for their employees in Bombay are shown in both the union's and the company's statements and they are as follows:

Indian Trade and General Insurance Co.

Category	Minimum Basic Pay	Maximum Basic Pay
	Rs.	Rs.
Assistants—New entrants	80	325
Old employees	80	325 (shorter span)
Typists	86	325
Senior Assistants	185	450
Sectional Heads	185	450
Stenographers	92	325
Subordinate Staff (peons)	35	89
Drivers	75	137

Dearness allowance for clerical staff—Rs. 85/-flat.

Dearness allowance for subordinate staff and drivers—Rs. 65/- flat.

Jupiter General Insurance Company

Category	Minimum Basic Pay	Maximum Basic Pay
	Rs.	Rs.
Assistants	80	345
Stenographers	92	345
*Sectional Heads	160	450
Subordinate staff	40	120
Drivers	60	130

Dearness Allowance

For the assistants

Up to Rs. 50/-	Rs. 50/- flat.
From Rs. 51/- to Rs. 100/-	40% additional.
Rs. 101 to Rs. 200	Rs. 87.50 flat.
Rs. 201 to Rs. 300	Rs. 107.50 flat.
Rs. 301 to Rs. 390	Rs. 125 flat.

For subordinate staff including drivers

As for assistants.

Yaya Bharat Insurance Company

Category	Minimum Basic Pay	Maximum Basic Pay
	Rs.	Rs.
Assistants	80	337.50
Stenographers	92	337.50
Sectional Heads	250	450
Subordinate Staff	35	101
Drivers	No special grade.	

Dearness allowance for clerical Staff

For the first Rs. 80/- Rs. 70/-

For each graded increment Rs. 2/- additional with a maximum of Rs. 125.

For the subordinate staff

For the first Rs. 35/- Rs. 55/-.

For each graded increment Re. 1/- additional with a maximum of Rs. 65/-.

New Great Insurance Company of India

Category	Minimum Basic Pay	Maximum Basic Pay
	Rs.	Rs.
Assistants	80	335
Stenographers	100	340
Sectional Heads	225	450
Subordinate staff	35	100
Drivers	80	150

Dearness Allowance

For assistants/

Up to Rs. 100/- Rs. 70/- flat.

Rs. 101 to Rs. 200/- 25% additional.

Rs. 201 to Rs. 300/- 15% additional.

Rs. 301 to Rs. 350/- Rs. 10/- additional.

Subordinate Staff

Up to Rs. 50 Rs. 52.50 flat.

Above Rs. 50 40% additional.

Drivers Rs. 65/- flat.

21. It will be seen from the particulars given above that in the case of both the clerical staff and the subordinate staff each of these four companies, which this company admits are comparable to it, are paying a higher starting basic pay and a higher maximum for its clerical staff than what the company offered for its clerical staff during conciliation proceedings. Each of these four comparable concerns start their clerical staff on a minimum of Rs. 80 which is also the starting pay for clerks agreed to by other prosperous insurance companies in Bombay. I am, therefore, inclined to award to the clerical staff of this company a starting basic pay of Rs. 80 per month. The maximum of the pay scale for assistants in these four companies ranges between Rs. 325 and Rs. 345, and there are many other companies also which pay that maximum. I, therefore, feel that it would be reasonable to fix the maximum of the clerical scale in this company at Rs. 337.50. In my opinion the scale of pay of Rs. 100—10—150—15—225—20—325—25—450 demanded by the union for Assistants is excessive. In my opinion the proper scale of pay to award to the assistants should be Rs. 80—6—110—8—150—10—200—EB—12.50—262.50—15—337.50.

22. The union has demanded that all the employees of the company doing clerical work, typing handling calculating machines etc. should be designated as

assistants. There is in my opinion no justification for designating all these categories as assistants. The scale I have prescribed shall apply to all the employees of the company who are doing clerical, typing or work of handling calculating machines, but the present designations will continue.

22A. With regard to the subordinate staff, the scales of pay of the four comparable units range between Rs. 35 and 40 at the start and Rs. 89 and Rs. 120 at the maximum. Compared to this the company's offer during conciliation of Rs. 30—75 appears to be low. The union has demanded for the subordinate staff a scale of pay from Rs. 50 to Rs. 150 which is undoubtedly excessive. I, therefore, fix for the subordinate staff the pay scale of Rs. 35—2—45—3—75—5—90.

23. As regards the drivers, I find that the Indian Trade and General Insurance Company is starting its drivers on Rs. 75, the Jaya Bharat Insurance Company has no special grade, the Juptier General Insurance Company starts its drivers on Rs. 60 and the New Great on Rs. 80. The company during conciliation proceedings had offered to pay its driver a starting salary of Rs. 80 with a maximum of Rs. 110 per mensem but Shri Joshi has argued that the company should not be deemed to have been bound by that offer. The union has demanded for the drivers the scale of pay ranging from Rs. 90 to Rs. 235, which I consider both unreasonable and unrealistic. On the basis of the scales of pay generally granted to drivers by insurance companies in Bombay and particularly by the four comparable concerns, the proper scale of pay to prescribe for drivers should be Rs. 75—4—95—5—120 and I award accordingly.

24. As regards dearness allowance, I consider that the company's existing scheme of dearness allowance for the clerical staff is adequate except that the maximum limit of Rs. 75 per month is low compared to the maximum amount of dearness allowance paid in three of the four comparable concerns. I, therefore, feel that the maximum of the amount of dearness allowance for the clerical staff needs to be raised. It must also be remembered that it is not desirable radically to change the framework of an existing scheme of dearness allowance, if it has been in force for some years, provided the workmen governed by it get an adequate amount of dearness allowance under it. In this case, except for raising the limit on the maximum amount of dearness allowance which can be earned, the scheme of dearness allowance in the company does not need to be altered. During conciliation proceedings the management had offered to raise the maximum amount of dearness allowance from Rs. 75 to Rs. 116 per month which compares well with the maximum amount of dearness allowance which three out of the four comparable concerns are paying. I therefore retain the existing scheme of dearness allowance in force in this company except that I would raise the maximum from Rs. 75 to Rs. 116. In the result I award the clerical staff of the company the following scheme of dearness allowance:

"55 per cent of the basic pay with a minimum of Rs. 65 and a maximum dearness allowance of Rs. 116 per month provided that no employee shall get a lesser amount of dearness allowance than what he is getting today".

25. As regards dearness allowance for the subordinate staff and drivers, since November 1951 the subordinate staff are getting dearness allowance at a flat rate of Rs. 45 per month and drivers are being paid dearness allowance of Rs. 50 per month. During conciliation proceedings the management offered the same rate of dearness allowance. The four comparable concerns are paying a higher rate of dearness allowance to their subordinate staff and drivers. Considering the rates of dearness allowance paid by these companies, I award a dearness allowance of Rs. 55 flat for the subordinate staff and Rs. 60 flat for the drivers.

26. At the hearing, the union argued that three of the employees of the Bombay office are really senior assistants or sectional heads and it has claimed a higher scale of pay for them. The particulars of these three employees are the following:

Name	Designation on company's roll.
1. Shri M. H. Vasuwala	Accountant and Cashier.
2. Shri H. A. Mistry	Asstt. Accountant and Cashier.
3. Shri J. H. Sidhwa	Chief Clerk.

and they are at present (as on 31st December 1959) drawing a basic salary of Rs. 367/8/-, Rs. 322/8/- and Rs. 275 respectively. The management has opposed their being designated as senior assistants or sectional heads or special scales of pay being prescribed for them on the ground that the demand as worded does not contain any demand for senior clerks or sectional heads. I have considered the duties of these three employees as stated by the parties at the hearing and I have not the least doubt that these three employees discharge more responsible and higher duties than the other clerical staff in the company and the designations which they enjoy support this. For senior assistants or sectional heads the minimum pay scale prescribed in the four comparable companies varies between Rs. 160 to Rs. 250, but the maximum in each company is Rs. 450. It is no doubt true that there is no demand for separate scales of pay for sectional heads in the demands as framed by the union and referred to adjudication and as such I would have no jurisdiction to award a separate scale of pay for these three employees. At the hearing Shri Sule suggested that I should give a running scale of pay for assistants going upto Rs. 450 to enable these three workmen to be covered by it. But the difficulty then would be that it would in effect result in my prescribing a scale for the clerical staff with a maximum of Rs. 450, which would be excessive. In the circumstances and in the interest of industrial peace and harmony the only thing I can do is to recommend to the company to place these three workmen, namely, Sarvashri M. H. Vesuwala, H. A. Mistry and J. H. Sidhwa in a higher scale of pay than I have prescribed for the clerks. That scale could be based on the scale of pay paid by any of the four comparable insurance companies to their senior clerks and/or sectional heads, all of which have a maximum of Rs. 450 per month. I would further recommend that the same method of adjustment and retrospective effect which I am granting to the scales of pay which I have prescribed for the Assistants may be granted by the management to the wage scales which it may decide to prescribe for its senior clerks or sectional heads.

The next point to consider under issues No. 1 and 2 is the date from which the scales of pay and the scheme of dearness allowance prescribed by me should come into operation. The union has claimed that retrospective effect should be granted on both these issues from 1st November 1956 and in support it has pointed out that the present demands were first made on 30th October 1956 and that the disputes reached the conciliation stage only on 30th January 1957, during which period the union was trying to impress upon the management the desirability and justification of its claims. After the Conciliation Officer submitted his failure report on 15th April 1958, this dispute was referred by Government for adjudication under Section 10 only on 12th January 1959. Shri Sule has argued that there is no justifiable reason why the scales of pay and rates of dearness allowance awarded should not be granted retrospectively from the date when this dispute was raised i.e. from 1st November 1956. He has in support relied upon the award of Shri S. Taki Bilgrami, learned Industrial Tribunal, Bombay in the dispute between the B.O.A.C. and its workmen (I.C.R. 1959 November p. 865) and the award of Shri M. R. Meher learned President, Industrial Court, Bombay, in the dispute between the Indian Cable Co. & its workmen (I.C.R. 1958 October p. 1083 at page 1095), where retrospective effect to certain demands were granted from a date prior to the date of the Government Order of Reference of the dispute to the Tribunal. In the B.O.A.C. case Shri Bilgrami granted retrospective effect from 1st June 1956, the demand having been made on 16th May 1956 in view of the special circumstances of that case. At the hearing it was stated by the Union that during negotiations the management had offered to implement the scales of pay offered by it during conciliation retrospectively from 1st January 1956, but that was denied by the management and the union has not led any evidence on this point. Shri Joshi, on the other hand, has contended that since no date is mentioned in the demand from which retrospective effect should be granted, the awarded scales of pay and dearness allowance should not be granted retrospectively. He has in this connection relied upon a decision of the Calcutta High Court in the case of the Bengal Electric Lamp Works Limited and its workmen (1958 I LLJ page 571) where it was held that the demand for retrospective effect is not incidental to the matter referred to adjudication under section 10(4) of the Industrial Disputes Act, 1947 and that normally the ordinary principle of construction should be followed and that is that the prospective interpretation is to be preferred to a retrospective interpretation unless the retrospect is expressly or by necessary implication indicated. Shri Joshi has, however, conceded that the Tribunal has jurisdiction to grant effect to its award prescribing the scales of pay and dearness allowance from 12th January 1959 the date of the first Government Order of Reference herein. I consider the union's demand for retrospective effect of the scales of pay and dearness allowance from 1st January 1956 to be unjustified, as if that is granted the retrospective

effect would extend over a period of three years and two months. It must be remembered that the company has in the meantime granted annual increments to the workmen and has also granted them dearness allowance at a rate which I have held to be satisfactory except for the maximum. Considering these circumstances, and also the fact that I am prescribing a scheme of adjustment of the present salaries into the new scales prescribed by me, I think the appropriate date from which to grant retrospective effect for the scales of pay and the rates of dearness allowance prescribed herein should be from the most convenient date after the date of the first Government order of reference herein. In my opinion retrospective effect should be given from 1st February 1959. This will mean that by the time the award is implemented the workmen will have had the benefit of retrospective effect for a period of 14 months, which in the facts and circumstances of the case appears to me to be a reasonable period.

The next question to determine is what should be the method of adjustment of the existing pay of each of the workmen into the prescribed scales of pay. The union has demanded point to point adjustment, mainly on the ground that there have been no fixed scales of pay in this company's office at Bombay and *ad hoc* annual increments have been granted at the company's discretion and have not been uniform throughout. The management has opposed this demand and has suggested that if any method of adjustment is prescribed it should be the one I have awarded in the Triton Insurance Company's dispute, where I directed that the existing salaries should be adjusted in the prescribed scale by the concerned workmen being stepped up to the next higher stage in the prescribed grade, if his existing pay was not a step in the grade. But in the Triton Insurance Company's case scales of pay had been in existence for a long time. In this company there have hitherto been no scales of pay in force for the Bombay employees. In the dispute relating to the Madras Branch of this company, Shri K. Ramaswamy Gounder, the learned Presiding Officer of the Industrial Tribunal was pleased to grant as service weightage one increment for every five years of service (See award dated 6th November 1959 in Ref. No. 48 of 1959). But in the Madras Branch by the time the award was made, incremental scales of pay had already been in force from January 1958, and it was in consideration of this fact that the learned Tribunal felt that the award of one increment for every three years service as suggested by the union there would be a little too much, and also considering the fact that the company for the years prior to 1958 has also granted increments but not at a uniform rate. In the Bombay Branch there are no scales of pay for any category of employees and the annual increments granted during the last seven years as shown in the union's statement (exhibit W. 22) have been rather on the low side. In these circumstances the Triton Insurance Co's method of adjustment would be inadequate. In my opinion one increment for every three years of service with a maximum of five increments would be a fair method of adjustment to prescribe and I would direct that this method of adjustment be followed in fixing the existing pay of the workmen into the pay scales prescribed by this award, which should be made effective from 1st February 1959 with a further proviso that where the amount of pay of any workmen with the increments added to it does not amount to a step in the prescribed scales of pay, he should be stepped up to the next higher step in the prescribed scales.

The next subject matter of the dispute, as stated in the Order of Reference under item No. 2 to the Schedule, relates to special increments or allowances to persons possessing special qualifications or holding special jobs and at the hearing by consent of parties the following issue was framed relating to it:

"Whether special increments or allowances to persons possessing special qualifications or holding special jobs should be awarded as demanded by the union? If not to what extent?"

The union in its charter of demands and in its statement of claim has made the following demands by way of special increments:—

Special Increments:

(1) A person having Diploma in Accountancy or Insurance Examinations should be given increments at the following rates with maximum raised correspondingly.

- (a) Those who have passed Part I examination—one additional increment.
- (b) Those who have passed Part II examination—three additional increments.
- (c) Those who have passed Part III examination—four additional increments.

(2) Those who have obtained a Diploma in Accountancy, Indian or Foreign should be given additional three increments at the start with maximum raised correspondingly.

In support, the union has argued that it is a general practice in the Insurance Industry that those employees who qualify themselves for special jobs and pass examinations in insurance or accountancy are normally granted higher increments at the start or some additional monthly allowance. At the hearing the union's claim was with regard to seven employees in the clerical cadre each of whom according to it possesses some special qualification and/or diploma justifying the grant of special increments at the rates specified in the union's statement of claim. The particulars of the qualifications of each of the seven clerks are stated in exhibit W-19. I find on a scrutiny of that statement that barring one, the rest of the seven workmen have passed certain commerce examinations evidently through correspondence courses and none of them holds a diploma except Shri Katrak who holds a diploma of the Institute of Commerce, Birmingham in book-keeping and accountancy. The Company has opposed the demand on the ground that merely because an employee has acquired some additional qualification after employment he should not become entitled to special increments. It has argued that so long as the company as a condition precedent to employment does not require such qualifications there cannot be a claim for additional remuneration in recognition of any higher qualification. With regard to the union's statement Ex. W-19, the management has argued that none of the qualifications mentioned there has been recognised for special increments by any of the insurance companies in Bombay. The union has filed a comparative statement (exhibit W-8) showing for what qualifications special increments are obtainable in the general insurance industry in Bombay and on a scrutiny of that statement I find that none of the examinations or diploma which these seven clerks have passed or obtained have received recognition from insurance companies in Bombay. In the result, I am not satisfied that a case has been made out for any special increments for any of the present employees of the Bombay office. But I recommend that if any of the existing employees acquire any of the diplomas or in future the management employs any one who possesses any of the qualifications, shown in the union's statement exhibit W-6, the management will grant them the special increments shown in that statement for such qualifications.

Special Allowance:

The next claim is that employees operating machines such as typewriters and calculators shall be given an additional allowance of Rs. 15.

In my earlier awards in disputes of several insurance companies I have refused a special allowance for typists and for reasons stated therein I reject the demand for a special allowance for typists.

34. The question of those employees who operate calculating machines is, however, slightly different. It was admitted that these clerks use calculating machines for their routine calculation work. There is no doubt that a certain amount of skill and proficiency is necessary to handle these calculating machines. The skill and proficiency required in operating these calculating machines is less than that required by computists who are generally granted a special allowance. I would, therefore, award to those members of the clerical staff whose duties involve a regular handling of the calculating machines, an additional allowance of Rs. 5 per month.

35. The next demand is that assistants handling cash and bank peons should be given an additional allowance at the rate of Rs. 15 and Rs 10 per month respectively.

36. On behalf of the company it was admitted that Shri H. A. Mistry, Assistant Cashier is the person who handles petty cash of the Bombay office. In my award in the dispute between the General Assurance Society and its workmen [Reference No. 31 of 1959—Gazette of India, Part II section 3(ii) pages 3330 to 3352 at page 3343] I awarded a special cash allowance of Rs. 10 per month for the clerk handling cash, as the work involved an additional responsibility and there is a general practice in insurance companies to grant such an allowance. In the Bombay office as stated above the cash is handled by Shri H. A. Mistry and I direct that he or any other clerk in his place who is asked to handle cash shall be paid a cash handling allowance of Rs. 10 per month.

36. In my award in the dispute between the Triton Insurance Company and its workmen I had awarded the bank peon an allowance of Rs. 5 per month and

the management in its reply statement to the union's exhibit W-8 has stated that it would be prepared to follow that award if a direction is given for the payment of Rs. 5 as a special allowance to the bank peon. I therefore award an allowance of Rs. 5 per month to the Bank peon.

37. The next demand is for an allowance of Rs. 10 to the service delivery peons.

38. In my award in the General Assurance Society's dispute I had rejected a similar demand and had observed as follows:—

"I am not satisfied that there is any justification for any allowance to the delivery peons. It is the normal duty of peons to deliver letters, documents and papers expeditiously."

39. I have already awarded an allowance of Rs. 5 per month to the bank peon because of the additional responsibility and risk he undertakes in carrying cash to and from the bank. The demand for special allowance for delivery peons appears to me to be unjustified and is rejected.

40. *Acting Allowance.*—The demand is that an employee working for more than 15 days at a time in a higher grade should be paid acting allowance equivalent to 50 per cent of the difference between his pay and the pay of the employee for whom he officiates.

41. The union in support of its claim has stated that this is a generally accepted condition of service which has been awarded by various Tribunals and that in Government service also this is an accepted practice. The management has opposed this demand on the ground that the employees concerned in this dispute are required to do only routine work and they do not undertake any responsible work, as such work is usually done by the branch officers. At the hearing the management pointed out that if one running scale of pay was prescribed for the clerical staff there could not possibly be any scope for awarding any officiating allowance. It is true, that for the clerical staff I have awarded one running scale of pay and therefore, there can be no scope for a provision for officiating allowance for the employees who are covered by the terms of reference and who will be governed by this award. In the circumstances it is not possible to give any directions regarding officiating allowance concerning the clerical staff.

41A. *Out-door Duty Allowance.*—The demand is as follows:—

"An employee sent out on company's work by the management should be paid his actual expenses on production of his bills. In case the employee is required to go far away from his residence or office he should be paid his taxi fares, lunch and other incidental expenses, on production of his bills."

42. At the hearing, the management stated that it was prepared to pay the actual expenses incurred by an employee who is sent on outdoor duty but that the mode of transport to be used by the employee should be determined by the management. The management further stated that if the clerk is away during lunch time, the company would give him a fair lunch allowance. I think this is a fair enough offer and I award accordingly.

43. The next demand, item number three in the order of reference, relates to hours of work and the union's demand thereon is in the following terms:—

(a) The existing working hours shall be changed and shall be as under:—

Week Days—From 10-30 A.M. to 5-30 P.M. with one hour lunch from 1-30 P.M. to 2-30 P.M.

Saturdays—From 10-30 A.M. to 1-30 P.M.

(b) Grace Time: A grace time of 15 minutes in attendance should be allowed to the employees before being marked late.

44. On this demand the following issue being issue No. 4 was framed at the hearing:

"Do the present hours of work for the clerical and subordinate staff require to be revised as demanded by the union? If not to what extent?

45. The present hours of work for the clerical staff are from 10 A.M. to 5-30 P.M. with one hour's recess on week days and from 10 A.M. to 1-30 P.M. on Saturdays with no recess, which work out to 36 hours a week. The union has

demanded that the working hours should be reduced to 33 in a week. The comparative statement filed by the union (exhibit W-10) relating to the working hours at present in force in insurance companies in Bombay, shows that in the majority of the 29 insurance companies listed there, the hours of work range between 35 to 36 in a week. This proves that the present hours of work conform with the general practice in insurance offices in Bombay. I am, therefore, not satisfied that any reduction in the existing hours of work is called for.

46. The union's grievance, however, was that the company was making certain members of the staff work longer hours and that it had divided its staff into three groups and the union wanted that this practice should stop. The management at the hearing stated some of the staff were working longer than the scheduled hours voluntarily and that it was prepared to give an undertaking that no action will be taken if the staff adhered to the existing schedule of working time. The demand for reduction in the working hours for the clerical staff is, therefore, rejected, and the company's undertaking is recorded.

47. With regard to the working hours for the subordinate staff and drivers, in the charter of demands dated 30th October 1956, the union has demanded for the drivers and subordinate staff 8 hours work on week days and four hours work on Saturdays i.e. in all 44 hours a week and has made a claim for overtime wages for work beyond those hours. It was admitted at the hearing that the subordinate staff and drivers work for less than 44 hours in the week. The existing practice is that the working hours of peons are staggered by three peons being asked to work from 9 A.M. to 5-30 P.M. with one hour's lunch interval and the remaining three peons being asked to work from 10 A.M. to 6-30 P.M. with an hour's lunch interval. Thus, the working hours of each peon is less than 44 hours in the week and reduction in the working hours is not justified.

48. The more controversial issue however was regarding grace time. The union has demanded that grace time of 15 minutes in attendance should be allowed to the employees before marking them late. In support the union has urged that grace time of 10 minutes is allowed by as many as 17 insurance companies in Bombay as shown in its statement exhibit W-11. The union has pleaded that with the existing difficulties of transport by rail, bus or tram and having regard to the frequent breakdown in these services, the employees are occasionally late in attending their offices. It is urged that the management takes a very strict view of late attendance and even a few minutes' late attendance results in an explanation having to be submitted. The management has in its written statement urged that the claim for grace time cannot be the subject matter of an industrial dispute since by its very nature allowing grace time is an act of goodwill on the part of the employer and cannot be demanded as a matter of right by the workmen and it is pointed out that in a large number of cases the Tribunals have rejected the demand for grace time and have left the matter to the discretion of the employers. It is difficult to visualise an industrial dispute over something to be granted by way of an act of grace by either party to a dispute. While I would hesitate to give a direction, I would suggest to the management to take into consideration the existing transport difficulties and not to take too strict a view of occasional late attendance by members of its staff. This does not, however, mean that regular late attendance is to be tolerated or excused. It is really a matter which should be adjusted by mutual understanding and co-operation taking into account on the one hand the existing transport difficulties and on the other the needs of discipline.

49. The next demand relates to payment for overtime work, and the union has made the following claim:—

"No employee shall be required to work before or after office hours, but should such a contingency arise due to extraordinary circumstances such employees should be paid double the total emoluments for the period of overtime. If an employee is called for work during the holidays, he should be paid three times the total emoluments for the period of overtime. No employee should be called on Sundays for overtime."

The union in its statement of claim has urged that the company is not paying any overtime to its workmen when they are made to work beyond their normal working hours and it has in particular stated the cases of the despatch clerk and one peon who are regularly made to work one hour longer than the scheduled hours of work in the office, without payment of any overtime allowance to them. It has further complained that the drivers have no fixed working hours and are made to work more than the maximum number of hours prescribed by the Shops

and Establishments Act. The union has demanded that overtime should be paid at rates higher than those given by the Shops and Establishments Act and that for working on holidays an employee should be paid overtime at three times the normal wages for the day. It has demanded that no employee should be asked to work on Sundays and that for working on holidays he should be adequately compensated at rates mentioned above.

50. The management has stated that so far there has not been a single instance, when any workman has been asked to work overtime. It is suggested that certain employees prefer to sit late to complete their work, and that they do so voluntarily and not at the behest of the management. It has argued that for overtime work done beyond the statutory working hours the company is required to follow the provisions of the Bombay Shops and Establishments Act and therefore no directions are called for. With regard to work on holidays and Sundays the management has stated hitherto it has never called any employee for work on a holiday or on a Sunday. At the hearing the management gave an undertaking not to call any of the workmen for work on Sundays and holidays and thereupon Shri Sule conceded that no industrial dispute could be raised with regard to the claim for overtime wages for work on Sundays and holidays. With regard to overtime work on working days Shri Poncha the Branch Manager gave an undertaking at the hearing on 10th February 1960 that it may be recorded that no employee is under any obligation to work beyond the normal scheduled hours which now exist or which may later be fixed in the office. Upon that undertaking being given Shri Sule expressed the satisfaction of the union and agreed to the same being recorded in the award and I accordingly do so.

Retirement Benefits.—The union in its charter of demands and in its written statement has asked for the following retirement benefits relating to gratuity and provident fund. I shall first deal with the demand for gratuity, which is as follows:—

Gratuity.—The company should introduce gratuity provision at the rate of one month's salary for each year of service at the time of retirement, disability, death, resignation or termination of the services by the company, as the case may be. For the purpose of calculation of the gratuity the last salary drawn by the employees should be taken into account.

The union in support of its demand has urged that there is at present no gratuity scheme in force for the Bombay office and that the company, during negotiations, had offered the following scheme of gratuity which is applicable to its workmen in its head office at Calcutta

In the case of retirement of an employee he should be given one month's gratuity for each year of service with a ceiling of 15 months.

As regards other cases as under :—

1. On the death of an employee in the service of the Company or becoming physically or mentally incapable of further service. Half month's salary for each year of continuous service to be paid to the disabled employees or if he has died to his heirs or legal representative or assignees.
2. On voluntary retirement or resignation of employees after 15 years continuous service. Half month's salary for each year of continuous service.
3. On termination of service by the Company. Half month's salary for each year of completed service.

The union has expressed dissatisfaction with certain provisions of this scheme. It has claimed that in the event of retirement, death, disability, resignation or termination of service by the company, the rate of gratuity should be one month's salary for each year of service as against half a month's salary offered by the company. It has also objected to the qualifying period of 15 years continuous service in the event of voluntary retirement or resignation and Shri Sule, has suggested that a lower qualifying period of service in the event of voluntary retirement or resignation should be prescribed. At the hearing also the company offered the Calcutta scheme of gratuity which had been awarded by me for the Calcutta staff in Ref. No. 7 of 1957 [published in the Gazette of India, Part II Section 3(ii) dated 26th April 1958 pages 409 to 417 at pages 415 and 416]. In that award, after considering the company's scheme of gratuity and the changes therein demanded by the Calcutta union which were more or less on the lines of the changes

demanded by this union in the present dispute, I had, in accepting the Company's scheme, observed as follows:—

"No doubt there are certain features of the scheme which may need liberalisation but there are also certain other features in the present scheme which are more liberal than is ordinarily granted. The scheme of gratuity at present in force is the same as awarded in the New India Insurance Company's adjudication (See Government of India Gazette, dated 4th September 1954, Part II, Section 3, page 2199)."

It is also desirable that retirement benefit schemes in a company having more than one branch office should be uniform provided they are reasonable. The scheme of gratuity offered by the company has certain obvious advantages for the workmen which the schemes of gratuity normally awarded to employees of commercial establishments in Bombay do not enjoy. For instance, there is no ceiling limit to the amount of gratuity that may be earned under the company's scheme and, except in the event of voluntary retirement or resignation, there is no qualifying period of service prescribed for becoming entitled to the payment of gratuity. I have studied the schemes of gratuity generally in force in insurance companies in Bombay area and I feel that a change is necessary only in the provision relating to gratuity payable in the event of death or physical or mental incapacity for further service. Under the company's scheme the rate of gratuity payable on the death of an employee in the service of the company or on his becoming physically or mentally incapable of further service, is half a month's salary for each year of continuous service to be paid to the disabled employee or if he has died to his heirs or legal representative or assignees. In most insurance companies in Bombay the rate of gratuity payable in the event of death or disability (mental or physical) is one month's basic salary for each year of continuous service. I would, therefore, award that in the event of the death of an employee in the service of the company or on his becoming physically or mentally incapable of further service the rate of gratuity should be one month's salary for each year of continuous service to be paid to the disabled employee or if he has died to his heirs or legal representatives or assignees. Except for this change I confirm the scheme of gratuity as offered by the company and reproduced above. I direct that the scheme of gratuity shall come into force from the date this award comes into force but for calculating gratuity all the past continuous service of the employees shall be taken into account.

Provident Fund.—The claim of the union is as follows:—

"The existing provident fund scheme should be amended whereby interest on provident fund should be 6 per cent and loans on provident fund shall be three months' salary including dearness allowance on production of an application by a member of the provident fund requiring such a loan by reason of medical aid, marriage, funeral, death, education and such other things of the employees and dependants. The Trustees of the Provident Fund shall consist of 50 per cent of the elected representatives of the staff. A member of the provident fund shall be eligible to receive the company's contribution in full after five years. The contribution to the provident fund will be from the date of confirmation in the employment."

On this the following issue being issue No. 7 was framed at the hearing:

"Should the existing provident fund rules included in the demand for retirement benefits be revised as demanded by the union? If not, what other changes should be awarded."

The management at the hearing urged a preliminary objection that this demand was not maintainable as the trustees of the company's provident fund had not been joined as parties to this dispute. Thereupon, the union filed an application for joining the trustees as parties to the dispute and service of notice on the trustees was waived by Shri Joshi.

The company has opposed any changes in its existing provident fund rules on the ground that the provident fund scheme is applicable to all employees of the company in its various branches. Shri Joshi has urged that it will not be proper that changes in the provident fund rules, should be made at the instance of the employees of only one branch, namely the Bombay branch.

With regard to the various changes which the Union wants to be made in the existing provident fund rules, it appears that the rate of contribution by the company is 8-1/3 per cent of the basic salary. In my opinion the union's claim for a fixed rate of interest at 6 per cent on provident fund cannot be sustained as under the existing rules the members of the provident fund are getting interest at the rate which the investment of the provident fund amounts yield to the company. In fact, at the hearing Shri Pillai did not press this part of the demand.

With regard to the demand for 50 per cent representation of the workmen on the Board of Trustees I think Shri Joshi was right in pointing out that as the Bombay workmen form only a section of the members of the fund and as the majority of the company's employees are not covered by this Reference it would not be proper to make any changes in the present manner of appointment of trustees. It was pointed out at the hearing that of the three Trustees of the Provident Fund two are Directors of the company and one is an officer of the company.

With regard to the amount of loan the management pointed out that under rule 12 discretion has been given to the Trustees to give loans subject to the provisions contained in the Indian Income Tax Act. In the circumstances, I do not think that I would be justified in making a change in this condition in the provident fund rules, particularly as this dispute has been raised by only a section of the members of the provident fund.

With regard to the claim that an employee should be entitled to receive the company's contribution in full after five years' service, the relevant rule on the point in the provident fund scheme, is Rule 14 which provides as follows:—

"Any Subscriber voluntarily leaving the service of the Company without having completed ten years' service shall only be entitled to repayment of the net amount of his own subscriptions with the interest accrued thereon. But the Trustees shall nevertheless have power in their discretion to award to the subscriber the whole or such portion of the Company's Contributions, in respect of such Subscriber, with the interest accrued thereon as the Trustees shall think proper having regard to the length and value of the services of the retiring Subscriber."

The union has not been able to establish with reference to the provident fund schemes in existence in insurance companies in Bombay that it is the general practice to grant to the members of the provident fund the company's full contribution after so short a period as five years' service. In the circumstances this demand of the union is rejected.

With regard to the union's claim that the contribution to the provident fund should be from the date of confirmation of the employee, the existing rule provides for membership to commence from the 1st of January of the year succeeding the date of confirmation. The general rule appears to be that an employee becomes entitled to membership of the provident fund from the first of the month following the month in which he is confirmed in service. The union has pointed out that in the event of an employee being confirmed, say, on the 2nd January of a year he will have to wait practically for one full year before he becomes entitled to the benefit of the provident fund. This does appear to be hard and the union's claim for membership of the provident fund from the date of confirmation appears to be reasonable. I would, therefore, recommend that the provident fund rules be so amended as to provide for an employee getting the benefit of provident fund from the first of the month following the month in which he is confirmed in service.

The next item in the Order of Reference relates to leave. The union in its charter of demands has made the following claims:—

- (1) *Privilege Leave*.—Every employee should be given 33 days privilege leave with full pay and allowance for every 11 months of service. Accumulation of privilege leave shall be allowed up to 120 (one hundred and twenty) days. Leave shall not be refused to any employee when there is a leave due to him. Encashment of leave shall be allowed.
- (2) *Casual Leave*.—A casual leave of 15 days should be allowed to an employee during the year of service which should be allowed 6 days at a time prefixing or suffixing holidays.

(3) *Sick Leave*.—One month's sick leave with full pay and allowance for each year of service with a right of accumulation up to 12 months. If after the twelve months of sick leave allowed to an employee, the employee is not of prolonged illness, he shall be allowed an additional six months' leave of service with half pay including allowance and thereafter for six months without pay.

(4) *Leave Reserve*.—An additional staff of at least 10 per cent should be kept by the company as leave reserve."

* At the hearing the following issue, being issue No. 8, was framed:

"Should privilege leave, sick leave and casual leave be awarded as demanded by the union? If not, what other orders are justified?"

Privilege Leave.—At present the company grants 14 days privilege leave in the year for employees who have put in five years service with a right to accumulate it upto 20 days. For employees with more than five years service, the company grants 30 days privilege leave in the year with a right to accumulate upto 60 days. The union in its statement of claim has demanded 33 days privilege in the year with full pay and allowances for every 11 months' service with a right to accumulate it upto 120 days. It appears from the statement (exhibit W. 14) filed by the union that a majority of the 41 insurance companies in Bombay referred to therein are granting 30 days privilege leave in the year with accumulation ranging between 60 and 90 days. There are a few companies which grant 21 days privilege leave on completion of either five or ten years' service. But as I have stated earlier in the majority of the companies grant 30 days privilege leave in the year. The company has filed a list of nine companies, some of which are included in the union's statement, which grant less than 30 days privilege leave in a year subject to a service of 10 and 15 years. Considering the general practice prevailing in the insurance companies in Bombay, I think a provision of 30 days privilege leave with full pay and allowances for each year of service with a right to accumulate upto 90 days is reasonable and I direct accordingly. The union has demanded that leave should not be refused to any employee when there is leave due to him. A direction in such general terms appears to be unjustified as in exigencies of work the management may exercise its right to refuse privilege leave which is due, but such a right should only be exercised in exceptional circumstance. The normal rule should be that an application for privilege leave which is due should ordinarily be granted.

The union has claimed encashment of privilege leave. Statement exhibit W-14 filed by the union shows that such a practice prevails only in one insurance company in Bombay. The practice of encashing privilege leave is one which in my opinion does not deserve to be encouraged as privilege leave is meant for rest and recuperation after a year's work, so that the employee returns to duty refreshed and fitter for work. A provision for encashment of privilege leave would tend to defeat that purpose. The claim for encashment of privilege leave is, therefore, rejected.

Casual Leave.—At present the company has no fixed provision for casual leave and during conciliation proceedings and at the hearing before me the company offered 10 days casual leave on the usual conditions. I find from the statement of the union (exhibit W-15) that the normal practice in the industry in Bombay is to grant 10 days casual leave in the year. Of course casual leave cannot be claimed as of right and the usual conditions to which casual leave is subject are (1) that casual leave should be availed of only in unforeseen and emergent circumstances, (2) casual leave cannot be taken for more than three days at a time, and (3) casual leave cannot be allowed to be accumulated. The union has made a claim that casual leave should be allowed to be suffixed and prefixed to Sundays and Holidays. The Central Pay Commission has recognised such a claim for Central Government employees and there is no reason why the same should be refused to employees of general insurance companies. I, therefore, award that all employees shall be entitled to 10 days casual leave in the year on full pay and allowances on the terms and conditions stated above and the right to prefix and suffix casual leave to holidays and Sundays should be allowed, subject to the permission of the management.

Sick Leave.—Surprisingly, there is no scheme of sick leave in this company and the grant of sick leave is in the discretion of the management. The union has claimed one month's sick leave for each year of service with a right of accumulation up to 12 months and in the event of an employee not being in a position to resume his duties on account of prolonged illness even after the

year's sick leave is exhausted he should be allowed an additional six months lien on service with half pay including allowance and thereafter for a further period of six months without pay. The company in its written statement has stated that though it has no fixed rules of granting sick leave it has hitherto considered all cases sympathetically and no deduction in salary has been made when employees have remained absent owing to illness whenever such absence was supported by medical certificates. It has therefore characterised the demand for any sick leave as misconceived. The union has filed a statement exhibit W-16 showing what sick leave is granted by 40 insurance companies in Bombay. I find from the statement that there is no uniform practice of the number of days sick leave granted in the year and its accumulation. It appears that in the majority of cases the minimum sick leave granted is 15 days in the year with a right to accumulate the same up to 90 days. I, therefore, award 15 days sick leave in the year with a right to accumulate up to 90 days.

No arguments were addressed to me with regard to the rest of the demands under this head and therefore, it is not possible to grant any relief in respect thereof. In most companies shown in exhibit W-16 there is no provision for such contingencies.

Leave Reserves.—The union has claimed that an additional staff of 10 per cent should be employed by the company as leave reserves. The union in its statement of claim has alleged that when an employee is on leave the company either distributes the work among the other employees and increases their workload or allows the work to accumulate and upon the employee returning from leave, he is under pressure made to clear off the arrears. The union has stated that in the absence of proper leave reserves the management resorts to refusing leave applications on the plea of exigencies of work. The management has urged that there is no need for leave reserves since the present complement of staff is quite adequate and capable of carrying out the daily work, in proof of which it has pointed out that hitherto no employee has been asked to work overtime. On considering the submissions of the parties, I am not satisfied that the union has made but a case for any leave reserves. The demand for leave reserves is, therefore, rejected.

The next demand relates to medical aid and is as follows:—

“Free Medical aid should be given to all employees. The Doctor must be made available at the residence of the patient or otherwise whenever the employee produces Medical Bills during the period of illness or after the illness and convalescence, the employer shall make payment in full.”

On this demand the following issue was framed:

“Should medical aid be awarded as demanded by the union? If not what other scheme of medical aid would be justified?”

The union's grievance is that whilst employees in the head office of the company at Calcutta enjoy the benefits of free medical aid, the Bombay employees do not get this benefit. The union has referred to the directions given by me for free medical aid in the dispute between this company and its head office employees in Calcutta, where I had asked the company to pay the workmen the cost of their medical aid on production of bills and the prescription. The company has in its written statement offered to appoint an office doctor and provide for payment of actual expenses on medicines not exceeding Rs. 75 per employee per year. At the hearing the management was prepared to give the same benefit as has been awarded in the Bank Award for “B” class banks in class I area. The Sastry Tribunal (Bank Disputes) had in its award directed that—

“The total expenses from January to December of each calendar year on account of medical attendance and treatment payable by a bank to a workman shall not exceed the following limits.”

Class of Banks

B

Class of Areas.

I

Rs. 75.

The Tribunal further observed:

“We are not defining the extent and nature of medical treatment in view of the monetary limits fixed by us. Such facilities however need not include supply of dentures, spectacles, hearing and other aids.”

In paragraph 450 of its award the Sastry Tribunal has given detailed directions as to how the medical aid awarded is to be availed of. After hearing the submissions of the parties I feel that the company's offer is fair and I direct that the company shall grant medical aid and expenses to its workmen as are being paid to class 'B' banks in Bombay City as directed by paragraph 273 of the Labour Appellate Tribunal Decision in the Banks Disputes. I further direct that the benefit of the award under this demand shall be made available from 1st July 1960, with the proviso that each employee shall be entitled to medical aid not exceeding Rs. 37.50 for the period from 1st July 1960 to 31st December 1960.

The demand for medical aid for members of the families of the employees has been consistently rejected by Tribunals and nothing was urged by the union to justify a departure from that practice.

Provision of uniforms.—Item No. 8 in the Order of Reference relates to provision of uniforms and the demand of the union is as follows:—

"The lower grade staff, including the drivers should be given four pants, four coats, four shirts, two caps, one pair of shoes, one umbrella, one delivery bag, in January every year. Peons doing outdoor work during Monsoon should be given overcoats."

At the hearing the issue framed on this demand was:

"Should the demand for uniforms be awarded as claimed by the union? If not what other uniforms should be justified?"

At present the company grants its subordinate staff and drivers two pants, two coats, and one umbrella each year. The union considers this provision inadequate and it claims four sets of uniforms with four shirts, two caps, one pair of shoes, one umbrella and one delivery bag. In addition it claims for peons doing out-door work overcoats during the rainy season. The management in its written statement has claimed that the uniforms granted by it are adequate and no increase is necessary. It is argued that the provision for shirts and footwear has never been considered as part of uniforms supplied to the subordinate staff by any award given by a Tribunal. The company has stated that it provides umbrellas as and when necessary and is opposed to providing rain coats or delivery bags. It appears that during conciliation proceedings the management had agreed to supply three sets of uniforms instead of the present two and I think that would meet the requirements of the subordinate staff. The company was also agreeable to provide the subordinate staff with three caps provided that the subordinate staff wore them in the office. The company is not granting any uniforms to its drivers and I direct that the benefit of uniforms and umbrella should also be extended to them. I further direct that the benefit of the provision of one additional set of uniforms and caps to the workmen should be granted by 1st July 1960.

The last issue is—

"What further and other reliefs are necessary to be granted?"

I may make it clear that wherever no mention has been made of the date from which the directions on the demands should come into operation the same shall come into operation from the date the award becomes enforceable.

I think that this is a fit case in which costs should be awarded to the workmen. As the union has succeeded on a number of the major demands, and as the hearing was a protracted one, I direct the company to pay to the union Rs. 300 as costs.

SALIM M. MERCHANT,
Presiding Officer,
Central Government Additional Industrial Tribunal, Bombay.

[No. LRII-11(7)/58.]

ORDERS

New Delhi, the 14th April 1960

S.O. 1000.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Loyabad Colliery Workshop and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of service of Shri Lal Behari Dubey, a truck driver of Loyabad Colliery Workshop, Post Office Bansjora, with compensation as offered was justified? If not, to what relief is he entitled and from what date?

[No. 2/202/59-LRIL]

New Delhi, the 16th April 1960

S.O. 1001.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited, New Delhi and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

SCHEDULE

Whether in view of the duties performed and responsibilities held by him since the 22nd January, 1957 in the Punjab National Bank Limited, New Delhi, Shri Hans Raj Khullar is entitled to a special allowance of Rs. 50/- per month prescribed for Supervisors in paragraph 164(b) of the Award of the All India Industrial Tribunal (Bank Disputes) as modified by the decision of the Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955)?

[No. LRII-10(18)/60.]

New Delhi, the 19th April 1960

S.O. 1002.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Indian Bank Limited, Bombay, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Additional Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the five employees of the Indian Bank Limited, Bombay whose names are mentioned below are entitled with effect from the 1st July, 1959, to any special allowance as prescribed in paragraph 164(b) of the Sastry Award as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955), having regard to the duties performed and responsibilities held by them and if so, how much?

- (i) Shri P. S. Narayanaswamy.
- (ii) Shri B. R. Baliga.
- (iii) Shri Y. B. Shenoy.
- (iv) Shri V. Krishnan.
- (v) Shri G. S. Somayajulu.

[No. 10(23)/60-LRIL]

S. N. TULSIANI, Under Secy.

New Delhi, the 14th April 1960

S.O. 1003.—In pursuance of clause (c) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour No. S.R.O. 1380, dated the 4th July, 1953, namely:—

In the said notification, for entries (4) and (5), the following entries shall respectively be substituted, namely:—

(4) Shri M. L. Gupta, Messrs Lakshmi Iron Works, Kankerbagh Road, Patna—1.

(5) Shri V. B. Shukla, Chief Labour Officer, Messrs Rohtas Industries Limited, P.O. Dalmianagar, Shahabad."

[No. 10(6)/60-PFII.]

New Delhi, the 18th April 1960

S.O. 1004.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st January, 1957, to the establishment known as the Ramnath Publications, Madras, there was in existence a provident fund common to the employees employed in the establishment to which the said Act applies, and the employees in the Ramnath Press, Arcot Road, Kodambakkam, Madras;

Now, therefore, in exercise of the powers conferred by Section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the said Press.

[No. PF. II-7(46)/59.]

CORRIGENDUM

New Delhi, the 13th April 1960

S.O. 1005.—P.W.A./Procedure/Rules.—In the preamble to the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1656, PWA/Procedure/Rules/Am.1, dated the 16th July, 1959, published at page 1859 of the Gazette of India, Part II, Section 3(ii), dated the 25th July, 1959, for "the Central Government hereby makes the following amendments to the Payment of Wages (Procedure) Rules, 1937" read "the Central Government hereby makes the following amendments to the Payment of Wages (Procedure) Rules, 1937, in so far as they apply in relation to railways, mines and oil-fields".

[No. Fac. 535(1)/60.]

P. D. GAIHA, Under Secy.

New Delhi, the 19th April 1960

S.O. 1006.—In pursuance of sub-rule (4) of rule 24 of the Minimum Wages (Central) Rules, 1950, the Central Government hereby directs that the application of the provisions of subrule (2) of the said rules shall, in the case of adult workers employed in the cattle yard, cultivation and dairy sections of military farms engaged in "employment in agriculture" within the meaning of that entry in Part II of the Schedule to the Minimum Wages Act, 1948 (11 of 1948), be subject to the following modification, namely:—

The daily spreadover may be allowed upto 16 hours on any day if the rest between 11 P.M. and 5 A.M. is not broken and to 14 hours if such rest is broken.

[No. LWI(I)-8(4)/58.]

K. D. HAJELA, Under Secy.

ORDER

New Delhi, the 12th April 1960

S.O. 1007.—Whereas an industrial dispute exists between the employers in relation to Messrs. Great Eastern Shipping Company Limited, Bombay and their workmen represented by the Transport and Dock Workers' Union;

And whereas Messrs. Great Eastern Shipping Company Limited and the said Union have under sub-section (1) of section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), referred the dispute to arbitration by an Arbitration Agreement and have forwarded to the Central Government under sub-section (3) of the said section a copy of the said Arbitration Agreement;

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Arbitration Agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947).

BETWEEN

Messrs. Great Eastern Shipping Co. Ltd., Bombay

AND

Transport & Dock Workers' Union, Bombay.

Names of parties

Representing employers: The Great Eastern Shipping Co. Ltd.

Representing workmen: Transport & Dock Workers' Union.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri F. Jeejeebhoy, City Ice Building, Bazargate Street, Bombay:—

(i) Specific matters in dispute:

"Should the terms of the consent award under reference No. 1 of 1958 be made applicable to the Dock Staff of the above Company and if so, from which date?"

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved. 1. The Messrs. Great Eastern Shipping Co. Ltd., Mercantile Bank Building, 60, Mahatma Gandhi Road, Bombay-1.

Vs.

2. Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iii) Name of the Union if any, representing the workmen in question.

Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iv) Total No. of workmen employed in the undertaking affected—13.

(v) Estimated number of workmen affected or likely to be affected by the dispute—13.

We further agree that the decision of the said Arbitrator shall be binding on us.

Dated this 7th day of April 1960.

Witnesses

- 1. Sd./-
- 2. Sd./-

Signature of the parties

Sd./-

1. The Messrs. Great Eastern Shipping Co. Ltd., Bombay.

Sd./-

2. Secretary, Transport & Dock Workers' Union, Bombay.

I, F. Jeejeebhoy, hereby consent to act as the Sole Arbitrator in this matter.

Sd./- F. JEEJEEBHOY,
(Signature of the Arbitrator).

[No. 28/25/60-LRIV.]

A. L. HANNA, Under Secy.

